



Gregory L. Geist  
Director

October 21, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Contract between Water Environment Services and Jacobs Engineering Inc., for  
Owner Representation Services of the Tri City Outfall Project

<b>Purpose/Outcome</b>	Execution of Contract#3956 for Jacobs Engineering Inc. to provide Owner Representation Services for the Tri-City Outfall Project.
<b>Dollar Amount and Fiscal Impact</b>	\$462,468.00
<b>Funding Source</b>	WES Capital Improvement Funds. No general fund dollars used.
<b>Duration</b>	December 31, 2025
<b>Previous Board Action/Review</b>	1. Prior discussions related to budget and Capital Improvements plan 2. Reviewed in Issues meeting on October 12, 2021.
<b>Strategic Plan Alignment</b>	1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, infrastructure Strategy and Performance and Operational Optimization. 2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources.
<b>Counsel Review</b>	Amanda Keller in County Counsel reviewed this Contract on 9/25/2021
<b>Procurement Review</b>	Was this processed through Procurement: Yes.
<b>Contact Person</b>	Jeff Stallard, 503-278-2311
<b>Contract No.</b>	3956

**BACKGROUND:**

The Tri-City Water Resource Recovery Facility ("WRRF"), is owned and operated by WES and discharges treated effluent through an existing 72-inch to 84-inch diameter outfall pipeline to the Willamette River. The peak flow into the Tri-City WRRF is approaching the outfall's rated hydraulic capacity of 75 million gallons per day (MGD). In January of 2019, WES completed the Sanitary Sewer Master Plan for which a dynamic model was developed to evaluate the current and future capacity needs for the system. The model identified a need to increase the outfall capacity at the Tri City WRRF to 180-MGD to meet build-out conditions.

Following an evaluation of alternative routes and a hydraulic study, a 90-inch diameter outfall pipe is proposed to convey treated flow from the Tri City WRRF along Old Agnes Avenue and the I-205 right-of-way, then under Hwy 99E and Jon Storm Park to the river. The proposed corridor

includes approximately 1-mile of pipeline with half of this anticipated to be installed using trenchless construction.

The large diameter pipeline, its location, required tunneling, and construction in the Willamette River make this a complex project to design and construct. WES therefore decided to use the Progressive Design Build ("PDB") delivery model for completion of the Outfall Project and sought a qualified consultant to provide engineering services in the role of Owner's Representative to assist WES engineering staff in the delivery of this project.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on March 4, 2021. Proposals were opened on February 3, 2021. The County received one (1) proposal from Jacobs Engineering Inc. An evaluation committee of WES personnel scored, reviewed and determined Jacobs's proposal was acceptable and qualified. Upon Contract award, the final Scope of Work and project fee were negotiated and finalized.

**RECOMMENDATION:**

Staff recommends the Board, in its capacity as the governing body of Water Environment Services, approve the Contract between Water Environment Services and Jacobs Engineering Inc., for Owner Representation Services of the Tri City Outfall Project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist".

Greg Geist  
Director, WES

Placed on the \_\_\_\_\_ Agenda by the Procurement Division.



WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #3956

This Personal Services Contract (this "Contract") is entered into between Jacobs Engineering Group Inc. ("Contractor"), and Water Environment Services, a political subdivision of the State of Oregon ("District").

ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2025.
2. Scope of Work. Contractor shall provide the following personal services: Owner Representation Services for the Tri City Outfall project ("Work"), further described in Exhibit A.
3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred sixty-two thousand four hundred sixty-eight dollars (\$462,468.00), for accomplishing the Work required by this Contract.
4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.

Invoices shall reference the above Contract Number and be submitted to: WESpayables@clackamas.us

- 5. Travel and Other Expense. Authorized: [X] Yes [ ] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://www.clackamas.us/finance/terms.html.
6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and District Contacts.

Table with 2 columns: Contractor and District. Contractor contact info: Administrator: Quitterie Cotton, PE, Phone: 503-736-4107, Email: quitterrie.cotton@jacobs.com. District contact info: Administrator: Jeff Stallard, Phone: 503-742-4694, Email: jstallard@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## **ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, to the extent caused by any negligent act or omission of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by

Contractor shall defend the claim in the name of District or any department of Clackamas County (“County”), nor purport to act as legal representative of District or County, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for District or County, nor shall Contractor settle any claim on behalf of District or County without the approval of the Clackamas County Counsel’s Office. District or County may, at their election and expense, assume their own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies except for Workers Compensation and Professional Liability. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: with limits of \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: with limits of \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: with limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District except for Workers Compensation and Professional Liability. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it, except for Workers Compensation and Professional Liability. Any obligation that District agree to a waiver of subrogation is hereby stricken. Contractor can offer a waiver of subrogation on all insurance policies except for Professional Liability.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract

Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions.. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor

were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.  
  
Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work
- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.
- 29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**\*Signature page to follows\***



By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Jacobs Engineering Group Inc.

Water Environment Services

  
\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair    Date

Patrick Van Duser, Designated Manager  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

064469-83  
Oregon Business Registry #

Approved as to Form:

FBC/ Delaware  
Entity Type / State of Formation

  
\_\_\_\_\_  
County Counsel    10/4/21  
Date

**EXHIBIT A**  
Clackamas Water Environment Services  
Tri-City WRRF Outfall Diffuser Improvements – P632241

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## Background

Clackamas Water Environment Services (District) has selected Jacobs Engineering Group Inc. (Consultant) to provide Owner’s Representative Services related to design and construction of a new wastewater treatment plant outfall and diffuser from the Tri-City Water Resource Recovery Facility (WRRF) to the Willamette River. Under separate contract (Tri City WRRF Willamette River Outfall Project, RFP #22021-09), CH2M HILL Engineers, Inc. (now a wholly owned subsidiary of Jacobs Engineering Group) provided preliminary design and related permitting services to the County and during the course of delivery of that separate scope, the District elected to proceed in a Progressive Design Build (PDB) project delivery approach for the new outfall and diffuser. Jacobs Engineering Group Inc. proposed through a publicly advertised competitive selection process and was selected and awarded the work described herein. Work of this scope makes use of certain completed work products delivered under the RFP #2021-09 contract, and transfers work in-progress from the prior work. The District intends to conclude the prior work and proceed with new services under this new contract.

This scope is divided into in three phases. Work in **Phase 1** includes scope elements that need to be advanced prior to having a PDB Consultant under contract. This includes assisting the District with the selection of a design builder, initial project permitting coordination and development, and assisting the District with stakeholder outreach and communication about the Project. **Phase 2** will include work that can be advanced only once the PDB Consultant is on board, such as Owner’s Representative pre-construction services (Technical Review, Cost estimating, Risk

Management and GMP negotiations), diffuser design and additional permitting that requires a higher level of design definition. **Phase 3** will include preparing late applications for construction permits and providing Owner's Representative Services during construction. Work for Phase 2 and Phase 3 will be scoped under separate amendment.

***General Assumptions:***

- Documents, including TMs, meeting notes and agendas for all workshops, meetings, and teleconferences, will be provided in electronic format and posted to One Drive. Meeting Notes will be provided within 5 days following meeting.
- Meetings and workshops will be held virtually unless noted otherwise.

***District Provided Services:***

- District will pay pre-application and permit fees.
- District will provide a copy of the Oregon DSL waterway easement (lease) for the existing Tri-City WRRF outfall.
- District will obtain the signed land use affidavit from Oregon City planner and provide project owner's signature.
- District will provide any available Phase 1 ESA reports from property acquisition in the alignment.

## Scope of Work

### Task 1 Project Management

The purpose this task is to communicate about ongoing project progress with the District, manage the project team to meet project goals and tasks as described in this scope of work, establish and monitor compliance with project budget and schedule, and manage change as it occurs.

**Progress Meetings and Updates:** The Consultant project manager (PM) will meet with the District's PM regularly to review project progress and discuss upcoming work activities. The PM will document the calls with brief email summaries of work in progress, upcoming activities, and unresolved issues.

**Project Execution Plan:** A project execution plan will be prepared and used during the execution of this project work. Specific elements of the plan will include definition of the District and Consultant project organization, communication, document control, and file sharing and change management approach.

**Schedule Development and Update:** The current project schedule will be updated to establish the baseline for the work. It will be updated quarterly as the project advances to account for various updates on project design, permitting, construction constraints, and input from project stakeholders and permitting agencies.

**Project Change:** Should the project work deviate from the scope of work described in this document, the PM will discuss the need for change with the District PM. A project change documentation form will be prepared describing the reason for change, the addition or reduction of scope to be performed, and the budget/schedule impact. This form will be submitted to the District for approval.

**Project Team Management and Direction:** The PM will manage, coordinate, and integrate work of the Project team as required to deliver the project within budget and schedule.

***Deliverables:***

- Project deliverables Log
- Project Management Plan.
- Project Schedule with quarterly updates.
- Monthly project invoice with activity narrative.
- Completed change management forms, as needed, to document impacts of potential changes on level of effort and/or schedule.

## **Task 2      Owner Representative Services**

### **Task 2.1      Procurement - Design Builder Qualification Based Selection**

During the procurement phase the Consultant shall work with the District to develop a procurement process for the selection of a progressive design build Consultant.

#### **Task 2.1.1      Prepare Request For Proposals**

The Consultant will develop the draft RFP documents to be used. RFP documents will include the following:

- Notice of request for qualifications
- Instructions to proposers
- Scope of work
- Technical requirements
- Evaluation and selection criteria
  - Proposal requirements
- Background documentation:
  - Geotechnical Data Report
  - Conceptual Design Report
- Contract Documents:
  - General Conditions
  - Supplemental Conditions
  - Progressive Design-Build Contract

Consultant shall prepare a draft outline of the RFP for District review. Consultant shall draft the RFP and incorporate preliminary District comments on the outline. Following submission of the draft to the District, Consultant shall conduct a Procurement Workshop to review the draft RFP and address District comments and gaps to finalize the RFP. Additionally Consultant will work with the District and their Legal Counsel to develop a Progressive Design-Build Contract using EJCDC or Water Design Build Council standard form of contract. The Consultant shall review General and Supplemental Conditions prepared by the District and assemble the complete set of contract documents for the RFP.

***Assumptions:***

- District Legal Council will be responsible for legal review of the Progressive Design-Build Contract.

***Deliverables:***

- Draft and Final RFP.

- Draft and Final Progressive Design-Build Contract.

### **Task 2.1.2 Assist with Procurement**

Consultant shall support the District in responding to questions during the RFP process and preparing RFP addenda. 30 hours are estimated for task.

Consultant shall assist with the pre-bid meeting, through the development of meeting agenda and supporting presentation materials. Consultant will present an overall summary of the 30% design and address any technical questions that arise.

Consultant shall assist the District with review and scoring of the proposals. Consultant shall assist in preparing for and participating in the selection interviews of two highest ranked proposers as non-voting members. District will lead the interviews.

#### ***Assumptions:***

- District will lead the Pre-Bid Meeting and interviews
- District will prepare proposal and interview evaluation report.
- Preparation time is included for four 1-hr meetings that include:
  - Pre-bid meeting
  - Two proposer interviews
  - Selection evaluation meeting
- One Consultant staff shall participate in the interviews.
- Three proposals will be reviewed.

#### ***Deliverables:***

- RFP addenda
- Pre-bid meeting agenda and supporting materials.
- Comments and proposal scoring

### **Task 2.1.3 Assistance with Final Contract and Award**

The Consultant shall work with the District in finalizing the SOW and changes in contract documents submitted by the successful proposer.

#### ***Deliverables:***

- Redline and recommendations from review of SOW submitted by selected proposer.
- Redline of draft contract with recommendations and comments.

## **Task 3 Permitting**

The permitting subtasks are organized to reflect work associated with the permits list in the preliminary Permitting Matrix developed for the Tri-City WRRF Willamette River Outfall Project. Consequently, the Consultant shall provide the following environmental compliance and permitting services by Project Phase.

#### ***General Assumptions:***

1. National Environmental Policy Act (NEPA) compliance will be incidental to the acquisition of the federal Section 10/404 permits and approvals. The NEPA classification will be Categorical Exclusion (CE). Consultant will not be required to provide additional documentation for NEPA.

2. The Joint Permit Application (JPA), Endangered Species Act (ESA) Biological Assessments (BA), and U.S. Coast Guard (USCG) permit applications will be based on the pipeline corridor defined in the Engineering Report and schematic drawings.
3. Agency and permitting meetings will occur in the greater Portland Metro area or virtually.

### **Task 3.1 Permitting Coordination**

#### **Task 3.1.1 Track Permit Status**

The Consultant will use the project's Permitting Matrix prepared under the conceptual design contract to guide and track regulatory progress and needs throughout the permitting process. The matrix will be a living document during project implementation. The matrix will be a checklist for preparing construction specifications and may be used to monitor compliance during and after construction. The Permitting Matrix will be updated monthly to indicate status of regulatory efforts. The Consultant will also update permitting schedule monthly.

#### ***Deliverables:***

- Permitting schedule and matrix with monthly updates

#### **Task 3.1.2 Client Permitting Meetings**

The Consultant permitting lead(s) shall meet with the District regularly to discuss permitting strategy, status, decisions and issues; clarify pipeline design and construction elements and assist in resolving issues related to permitting processes as they arise.

#### ***Assumptions:***

- Five one-hour monthly meetings are assumed for the duration of Phase 1.

#### ***Deliverables:***

- Meeting notes with action items.

#### **Task 3.1.3 Pre-Application Agency Meetings**

The Consultant shall meet and coordinate on permit applications with permitting agencies and stakeholders (e.g., Tribes, ODOT). This task will include pre-application meetings with representatives of key regulatory agencies. Agencies with the longest application review timeframes and with the greatest potential influence on the project will be requested to participate. These meetings will provide a platform to discuss design considerations and constraints for the pipeline and outfall recommended design alternative.

External Agency meetings will include:

- A meeting with the USACE will help clarify their interpretation of their National Historic Preservation Act Section 106 jurisdiction.
- A meeting with key regulatory agencies that may including USACE, NMFS, USFWS, Oregon Department of Fish and Wildlife (ODFW) to review the project design and anticipated environmental requirements.
- A meeting with the City of Oregon City to verify applicable land use permits and determine whether conditional uses will be required.

To support these pre-application meetings, the Consultant shall develop and provide graphics and/or electronic presentation slides that depict the site, the project, and design information

#### ***Assumptions:***

- Scope assumes three 2-hour pre-application meetings

- Each meeting will be attended by up to three Consultant staff in Portland area.

***Deliverables:***

- Meeting agendas, materials and notes.

**Task 3.1.4 Develop Project Narratives**

The Consultant shall review previously prepared District facilities planning documents prepared by others for Tri-City WRRF and summarize the planning background. Consultant shall summarize project elements in the proposed action and identify all reasonably foreseeable WRRF projects and improvements that may be interdependent or interrelated and would not be conducted but for the Outfall Diffuser Improvements Project. This work includes the following scope items:

- Develop a concise project purpose and need description that will provide the underlying justification for the proposed action and permitting applications and could be used to support public communications and stakeholder involvement.
- *Describe construction work (i.e., best management practices (BMPs)) within waters and wetlands.*
- Identify the ways the project has avoided impacts, to the extent practicable, and describe conservation measures for minimizing environmental impacts,
- Describe potential *sources of fill material and disposal locations, if known.*
- *Estimate fill and removal volumes.*
- *Estimate construction timelines.*
- Describe resources in project area.
- Summarize the project specific criteria and alternatives analysis.
- Prepare a description of possible project construction methods (e.g., auger bore, cofferdam).

Consultant shall prepare draft for district review and address district comments in final.

***Assumptions:***

- Compensatory mitigation will not be required for the proposed construction of permanent structures in waters of the U.S.
- Fish Passage Plan for ODFW will not be required.
- Detailed descriptions or analysis of special discretionary regulatory topics (e.g., toxicity of pharmaceuticals, personal care products, or plasticizers in effluent; indirect effects of the project on urbanization and increased impervious surface area) are not included.

***Deliverables:***

- Draft and final project description narratives

**Task 3.2 Federal Permits**

**Task 3.2.1 Supporting Reports for Agency Concurrence**

Initial environmental and permitting work includes the completion of activities initiated under the Tri City WRRF Willamette River Outfall Project Conceptual Design. These activities include Wetland and Ordinary High-Water Mark (OHWM) Delineation and Assessment, Phase 1 Environmental Site Assessment (ESA), and Level 1 Archaeological Investigation and Pedestrian Survey Report.

**DSL Concurrence** – Consultant shall submit the *Wetland and OHWM Delineation and Assessment* to DSL for their review, respond to DSL comments and revise delineation and assessment report, if requested. Consultant shall verify Ordinary Low Water Elevation to determine state ownership.

**USACE and State Historic Preservation Office (SHPO) Review** - Consultant shall submit *Cultural Resource Background Research and Reconnaissance Survey Results* to USACE Joint Permit Application and the SHPO for review and concurrence. Consultant shall respond to comments from USACE. After comments are addressed, Consultant shall respond to SHPO and Tribe comments resulting from USACE consultation with them.

***Assumptions:***

- One round of comments is assumed from USACE.
- One round of comments is assumed from SHPO and Tribes.
- Wetland and waters functional assessment shall use best professional judgment because the *Oregon Stream Function Assessment Method* does not apply to the Willamette River.
- Reports will be submitted electronically, and no hard copies will be required.
- Agency comments by USACE and SHPO on the *Cultural Resource Background Research and Reconnaissance Survey Results*, and addendum, will not require additional survey or analysis.

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***Deliverables:***

- Copies of resource agency email correspondence with electronic files of reports.

### Task 3.2.2 Sediment Conditions

The Consultant shall prepare a Level 1 Sediment Evaluation Technical Memorandum (TM) conforming to the interagency *Sediment Evaluation Framework for the Pacific Northwest* (SEF-PNW). The evaluation shall be based on existing available Willamette River sediment evaluations by others and known historical uses of the river in the project vicinity. The TM will be used to support a position that no sediment sampling and analysis will be required by regulatory agencies for this project. The Consultant shall review the draft TM with the District, finalize and submit the TM to the USACE for review and determination for further testing.

***Assumptions:***

- Sediment sampling will not be required.

***Deliverables:***

- Draft and Final Level 1 Sediment Evaluation
- Written response to USACE comments with revised Final report to USACE if required.

### Task 3.2.3 Clean Water Act Section 404 Dredge/Fill (USACE)

The project will require a permit from the USACE in accordance with the Rivers and Harbors Act (Section 10) and the Clean Water Act (Section 404). The project may qualify for a USACE Nationwide Permit #58 (Utility Line Activities for Water and Other Substances) and other Nationwide permit(s).



The purpose of this task is to prepare the Joint Permit Application (JPA) for submittal to the USACE. The JPA is required for Section 10, Section 404, and other permits. This task includes preparation of impact analysis under Section 404(b)(1) of the Clean Water Act and associated graphics for the JPA. The Consultant will develop the draft JPA based on the preliminary design and update it with elements from the 30% design to cover aspects of in-water construction. The Consultant shall coordinate with the project team to incorporate the project description narratives, mitigation and restoration plans, Endangered Species Act (ESA) Biological Assessments (BA), and cultural resources report into the JPA. ESA, BA and Cultural Resources Documents are prepared under separate tasks. The draft JPA will be submitted to the District for review and a final JPA will incorporate District comments. A revised final JPA will incorporate DSL and USACE comments.

JPA preparation will require supporting information for restoration and mitigation. Consultant shall prepare a Restoration/Mitigation Plan in accordance with USACE, NMFS, USFWS, DEQ, and ODFW restoration standards and the rationale for choosing that approach. The plan will describe the construction methods used to restore and self-mitigate temporary impacts to waters, and Natural Resource Overlay District buffers (i.e., Vegetated Corridors).

The Consultant shall provide a restoration plan for temporary construction impacts, including conceptual streambank/riparian restoration plans at the Willamette River. The restoration plan will complement other JPA narratives and provide an ecological assessment of the proposed self-mitigating measures and restoration measures, a list of BMPs, conceptual plans for the areas impacted and methods to restore the impacted areas to existing or other acceptable conditions. The draft restoration plan will be submitted to the District for review and a final plan will incorporate District comments. Consultant shall respond to one round of DSL and USACE comments on the Restoration Plan.

This task includes up to 24-hours of permit coordination time with regulatory agencies.

***Assumptions:***

- Scope assumes that the Project will not require an Individual Permit and that a Nationwide Permit can be used.
- Project permit appeals are excluded.
- Project permanent impacts to Waters of the US (Willamette River) will not exceed the threshold of 0.5 acre.
- The previously prepared wetland delineation will be sufficient for estimating impacts. Consultant will use the USACE-estimated ordinary high-water mark (OHWM) elevation to determine Willamette River jurisdiction.
- All water impacts will be temporary, and the riverbed and riverbank will be restored to its pre-existing contours. Purchase of compensatory mitigation credits from a mitigation bank will not be required and is not included.
- Figures required for the JPA will draw on work prepared under the predesign contract.
- Rivers & Harbors Act Section 10 (USACE) will be performed simultaneously with this task (Clean Water Act Section 404 Dredge/Fill).
- The project will not affect USACE-owned or managed Section 408 resources.
- The Project will not require an applicant Environmental Assessment NEPA document.
- 
- Scope does not include Restoration and Mitigation plan updates beyond 30% design.
- The USACE will concur that temporary project impacts are adequately mitigated by restoring impacted areas to their pre-construction conditions, as proposed in the restoration plan, and will not require additional compensatory mitigation.

***Deliverables:***

- Draft and final restoration.
- Draft and final JPA.
- Revised final JPA with Restoration Plan incorporating USACE and DSL comments.

**Task 3.2.4 Rivers & Harbors Act 33 USC 408 (USACE)**

The District must obtain authorization from the USACE pursuant to Section 14 of the Rivers and Harbors Act of 1899 and codified in 33 USC 408 (commonly referred to as "Section 408") if the proposed project would use or alter an occupied USACE Civil Works project.

Consultant shall prepare an e-mail request for USACE Section 408 review and Section 408 Tracking Database search for USACE Civil Works in the outfall project area. The request will include a project description and graphics showing the location and extents of construction activities.

Consultant will seek a Section 408 Alteration Determination regarding project effects on Civil Works projects.

***Assumptions:***

- The Project area does not overlap with any USACE civil work projects (i.e.: levees, dikes, navigation channels), and no Section 408 properties will be affected by the project. The Project will not affect a federal navigation channel, levee/earthen dike, channel marker, pile dike, or other federal property. No further 408 engineering review or permission to alter will be required from the USACE.

***Deliverable:***

- Draft and Final Section 408 application incorporating District comments submitted to USACE.

**Task 3.2.5 Endangered Species Act Section 7 and Magnuson-Stevens Act Consultation (NMFS & USFWS)**

Receipt of a USACE permit requires project compliance with the federal Endangered Species Act (ESA) and Magnuson-Stevens Act (MSA). Consultant shall perform ESA Section 7 and MSA consultation with NMFS.

It is unknown whether NMFS will allow project use of the SLOPES Programmatic Biological Opinion for ESA incidental take permitting, or whether an individual project biological assessment/opinion will be required. This subtask assumes that the Consultant will need to prepare a Biological Assessment (BA) and that NMFS will prepare a Biological Opinion (BO).

The Consultant shall informally consult with NMFS to obtain agreement on the area of potential effect, affected species and critical habitats, and format of the BA.

Consultant shall prepare a draft ESA biological assessment using the draft Engineering Report for the site-specific biological and physical data. Consultant shall use the NMFS SLOPES Programmatic BO as the basis for impact assessment, as appropriate, to facilitate review of the BA by NMFS. Consultant shall respond to one round of NMFS comments on the ESA biological assessment and up to 40 hours are included in the budget to respond to comments.

***Assumptions:***

- SLOPES Programmatic BO cannot be used.
- Protocol surveys for ESA species will not be conducted.

- Drafting of contract special provisions to avoid, minimize, or mitigate for Project impacts on listed species are not included in this task.
- Riparian area replacement mitigation will not be required.

***Deliverables:***

- Draft and final ESA biological assessment.
- Revised final ESA biological assessment addressing comments from the NMFS and USACE.

**Task 3.3 State Permits**

**Task 3.3.1 Removal-Fill (DSL)**

The Joint Permit Application for DSL Removal Fill will be prepared simultaneously with the Clean Water Act Section 404 Dredge/Fill task. The same application form is used for both DSL and the USACE. DSL concurrence with the Wetland Delineation will be tracked under this task. The Consultant will track and respond to DSL specific questions and comments.

**Task 3.3.2 Clean Water Act Section 401 Water Quality Certification (USACE/DEQ)**

The purpose of this task is to complete an application for the Section 401 Water Quality Certification from Oregon Department of Environmental Quality (DEQ). The Consultant shall prepare and submit a pre-filing meeting request, participate in a pre-filing meeting if requested by DEQ, and submit a complete application packet including a copy of the Joint Permit Application prepared for the USACE Section 404 and DSL Removal-Fill permits, additional Section 401 submittal requirements, and the City Land Use Compatibility Statement.

The following activities are included:

- Prepare documentation for the Pre-Filing Meeting Request Form for submittal on the DEQ Website including a brief project description, description of wetlands and waters on-site, and associated maps and figures.
- Complete and submit the Pre-Filing Meeting Request Form on the DEQ website at least 30-day prior to application submittal.
- Participate in one Pre-Application Meeting if requested by DEQ.
- Prepare DEQ-required Supplemental Information.
- Prepare and submit a request for a Land Use Compatibility Statement from the City using the required *State of Oregon Department of Environmental Quality Land Use Compatibility Statement* form.
- Prepare Application submittal package to include the following:
  - o A copy of the Joint Permit Application prepared for USACE Section 404 and Oregon Removal-Fill permits.
  - o Additional Section 401 Submittal Requirements.
  - o Completed City Land Use Compatibility Statement from the City.
- Submit Application to DEQ concurrently with submittal of the USACE Section 404 and Oregon Removal-Fill Permit Applications.

***Assumptions:***

- The Joint Permit Application will be prepared under separate task item in this scope of work.
- The District will provide application and permit fees.

***Deliverables:***

- Pre-Filing Meeting Request

- Application Submittal Package to include the Joint Permit Application, additional section 401 requirements, and the City Land Use Compatibility Statement.

### **Task 3.3.3 Utility Easement for State-Owned Submerged Lands (DSL)**

The Consultant shall prepare an application for a long-term easement to operate and maintain the effluent outfall diffuser on State-Owned Aquatic Lands in the Willamette River. The application will include legal descriptions and graphic exhibits. The Consultant will record the easement upon DSL approval.

#### ***Assumptions:***

- A new or modified DSL long-term easement to operate and maintain the existing effluent outfall will not be required.
- District will pay application and easement recording fees.
- Land surveying will not be required.

#### ***Deliverable:***

- Draft and final long-term aquatic lands easement application.

### **Task 3.4 City of Oregon City Permits**

#### **Task 3.4.1 Assessment of Oregon City Code (OCC) and Pre-Application Conference**

The proposed project is anticipated to trigger a Type III land use approval process with the City of Oregon City. The Type III review process requires a formal preapplication conference per Oregon City Code (OCC) 17.50.050. The preapplication conference allows the project team to meet with representatives of the relevant City of Oregon City departments to identify issues and requirements associated with the proposed development. At the preapplication meeting, City of Oregon City staff will confirm permitting requirements associated with the project. Prior to the preapplication meeting, the Consultant shall prepare and submit a completed application form, project narrative, and preliminary development plans. Specifically, for this task, the Consultant shall:

- Complete the application form.
- Prepare a narrative describing the project listing applicable planning and development code provisions and documenting questions that the project team and District have for County staff to discuss at the preapplication conference.
- Provide the draft preapplication submittal to the District and incorporate comments.
- Compile for District to submit the final application submittal to the City of Oregon City.
- Coordinate the scheduling of the preapplication conference with the project team.
- Prepare for and participate in a one-hour preapplication conference.

#### ***Assumptions:***

- District will lead coordination with City of Oregon City.
- Three Consultant staff (a senior planner, Project Manager/senior designer, and a senior biologist) will attend the 1-hour preapplication conference and will provide the pre-application conference summary report to the project team and the District when provided by the City of Oregon City.

#### ***Deliverables:***

- Draft and final pre-application conference form.

### **Task 4 Public Involvement and Outreach Support**

The purpose of the public involvement program is to support the District to inform the general public about the Tri-City WRRF Outfall and Effluent Pipeline Project purpose, need and benefits; and provide opportunity for impacted, interested stakeholders to provide input that informs the permitting, design and mitigation process. Throughout the project related engagement efforts, the Consultant will also aim to accomplish the District's communication goals.

**General Assumption:** The budget provided for this task is an allocation to support the District in the continued outreach to Project stakeholders. It is anticipated that additional scope and funds will be required to fully support the District in this Task 4 through the duration of the Project.

#### **Task 4.1 Public Involvement and Outreach Plan**

A Public Involvement and Outreach Plan was prepared in June 2020 under the predesign contract to guide outreach and communications for the project. The plan describes how the consultant team and WES will engage with the general public and special interest stakeholder groups, such as recreational water users, environmental groups, and impacted property owners. The Consultant will update the previously developed public involvement plan to identify new stakeholders, necessary outreach, and create a proposed outreach timeline for the Project.

##### **Assumptions:**

- Future updates of the public involvement plan may be required as the project progresses, as permitting work is advanced and additional stakeholder communications are initiated. Future updates are not included in this scope.

##### **Deliverables:**

- Revised Public Involvement and Outreach Plan.
- Ongoing Project Web Page Hosting

#### **Task 4.2 Assist with Open House**

The Consultant shall prepare content updates for one online webinar, utilizing existing content and previously created video and supporting materials upon request. The purpose of the open house will be to provide a Project update to the public and stakeholders. Consultant shall provide online technology and a short event summary.

##### **Assumptions:**

- The District will conduct the promotion and outreach for the webinar.

##### **Deliverables:**

- Open House summary documentation.

#### **Task 4.3 Provide Focused Outreach**

Consultant shall support the District in reaching out to key stakeholders identified in the Public Involvement and Outreach Plan. Public outreach and stakeholder engagement support is anticipated to focus on project proponents such as ODOT, the City of Oregon City, the Cove property, Oregon City Park users, the Tribes, Sportsman's Landing Marina users and local fishing interests.

Consultant shall make design changes to District-supplied content or supply design files to the District.

### **Task 5 Quality Management**

The Purpose of this task is to monitor the quality of the project with internal quality assurance/quality control (QA/QC) reviews. The Consultant will identify a QC Manager to engage QA/QC personnel and manage internal QA/QC review activities with a senior review team.

A Quality Management Plan (QMP) will be prepared for the project. Key features of the QMP will include a single point of contact responsible for all quality management. An independent quality review performed by discipline-specific quality reviewers to provide critical analysis without bias.

Quality review documentation will demonstrate that quality review process is complete and review comments are adequately addressed as a component of the overall records management system. The following documentation will be prepared, collected, and properly stored in the project records system:

- Quality review forms used during internal quality reviews and issue tracking forms used to document those issues.
- Review forms used by the District to document review comments.
- Review-related correspondence with District staff and other external agencies or entities.

A QC review will be performed on permitting, contract and public outreach deliverables described in the scope of work for Tasks 2, 3 and 4.

## **Task 6      Environmental Studies**

### **Task 6.1      Prepare Phase 1 Environmental Site Assessment (ESA)**

Consultant shall prepare a Phase I ESA for the selected outfall alignment. The Phase I ESA will be completed to identify potential Recognized Environmental Conditions (RECs) in the project footprint. The scope of the Phase I ESA is as follows:

- Review readily available geotechnical reports, environmental reports, and/or other relevant documents pertaining to environmental conditions along the alignments.
- Review historical aerial photographs, fire insurance maps, building department records, city directories, chain-of-title reports, and land use and tax assessor records as available and appropriate to identify past development history on, and adjacent to, the alignments relative to the possible use, generation, storage, release, or disposal of hazardous substances.
- Attempt to identify historical to present day uses along the alignments.
- Identify data gaps relative to site historical use.
- Use data from Geotechnical Data Report prepared during preliminary design to describe the physiographic setting of the alignments, and provide a statement on the local geologic, soil, and groundwater conditions based on our general experience and such sources as geologic maps and soil surveys.
- Identify the source(s) of potable water heating and sewage disposal system(s) previously used along the alignments, if any.
- Identify a key person with specific knowledge of the past and present use of the alignments and ask that person to meet for an on-site interview during the visual site reconnaissance. If the key person is not available during the site reconnaissance, conduct the interview by telephone. Interview others familiar with the past and present uses of the alignment and its vicinity, including the current property owner(s) and occupants of neighboring properties, only as necessary to gather information or fill site use data gaps regarding the site.
- Interview past owners and occupants of the alignments, only as necessary to gather information or fill site use data gaps regarding site use history. Interview a representative of the local fire department, health department, and/or the Department of Environmental Quality (DEQ) as necessary to gather information or to fill data gaps regarding the history of the site and surrounding properties relative to the likely presence of hazardous substances.

- Conduct a visual reconnaissance of the alignments and adjacent properties to identify visible evidence of Recognized Environmental Conditions (RECs).
- Review the results of a federal, state, local, and Tribal environmental database search provided by an outside environmental data service for listings of sites with known or suspected environmental conditions on or near the subject alignments within the search distances specified by the American Society for Testing and Materials (ASTM).
- Review regulatory agency files regarding listed sites of potential environmental concern relative to the subject alignments, as available and appropriate.
- Provide a written summary of the ESA results and identified RECs along with our opinion and recommendations regarding the potential for contamination by hazardous substances along the alignments and the significance of any data gaps identified.

Consultant shall submit a draft report for District comments and finalize report incorporating comments received.

***Assumptions:***

- The Phase I ESA will be completed in general accordance with the ASTM Standard E1527-13 and the U.S. Environmental Protection Agency Title 40 Code of Federal Regulations (CFR) Part 312 Standards and Practices for All Appropriate Inquiries.
- Services do not include subsurface investigation, sampling and/or analysis of soil and/or groundwater, or a hazardous materials survey for lead-based paint, asbestos-containing materials, mold, or radon.
- Findings will not identify RECs for the Project corridor, and further consultation concerning hazardous material issues will not be required after the ESA is finalized.
- No field investigations will be required.

***Deliverables:***

- Draft and Final Phase 1 ESA report.

**Tri City Water Resource Recovery Facility (WRRF) Willamette River Outfall  
Clackamas County, Water Environmental Services (WES)  
Level of Effort Estimate Summary**

Task No.	Task/Subtask	Labor Hrs	Jacobs Labor Costs	Jacobs Expenses	JLA with 5% Markup	Top Task Summary
<b>1.0</b>	<b>Project Management</b>	172	\$ 41,600	\$ -	\$ -	\$ 41,600
	External Progress Meetings and Updates	40	\$ 9,800	\$ -	\$ -	\$ 9,800
	Project Execution Plan	8	\$ 1,840	\$ -	\$ -	\$ 1,840
	Schedule Development and Internal Project Controls	12	\$ 2,880	\$ -	\$ -	\$ 2,880
	Project Change	44	\$ 10,840	\$ -	\$ -	\$ 10,840
	Internal Project Team Management and Direction	68	\$ 16,240	\$ -	\$ -	\$ 16,240
<b>2.0</b>	<b>Owner's Advisor Services</b>	528	\$ 112,334	\$ 200	\$ -	\$ 112,534
2.1	Design Builder Qualification Based Selection	-	\$ -	\$ -	\$ -	\$ -
2.1.1A	Draft RFQ and with Procurement Documents	162	\$ 33,171	\$ -	\$ -	\$ 33,171
2.1.1B	Draft Contract Preparation	58	\$ 14,018	\$ -	\$ -	\$ 14,018
2.1.2	Procurement and Selection	184	\$ 37,371	\$ 200	\$ -	\$ 37,571
2.1.3	Final Contract Preparation	124	\$ 27,775	\$ -	\$ -	\$ 27,775
<b>3.0</b>	<b>Permitting</b>	1,352	\$ 261,059	\$ 2,700	\$ -	\$ 263,759
3.1	Permitting Coordination					
3.1.1	Track Permit Status	44	\$ 8,004	\$ -	\$ -	\$ 8,004
3.1.2	Client Permitting Meetings	120	\$ 25,989	\$ 1,000	\$ -	\$ 26,989
3.1.3	Pre-Application Agency Meetings	56	\$ 11,475	\$ 1,000	\$ -	\$ 12,475
3.1.4	Develop Project Narratives	136	\$ 27,703	\$ 500	\$ -	\$ 28,203
3.2	Federal Permits					
3.2.1	Supporting Reports for Agency Concurrence (DSL/SHPO)	60	\$ 11,587	\$ -	\$ -	\$ 11,587
3.2.2	Sediment Conditions	100	\$ 21,068	\$ -	\$ -	\$ 21,068
3.2.3	Clean Water Act Section 404 Dredge/Fill (Corps)	164	\$ 33,335	\$ -	\$ -	\$ 33,335
3.2.4	Rivers & Harbors Act 33 USC 408 (Corps)	24	\$ 5,057	\$ -	\$ -	\$ 5,057
3.2.5	Endangered Species Act Section 7 and Magnuson-Stevens Act Consultation (NMFS & USFWS)	320	\$ 60,645	\$ -	\$ -	\$ 60,645
3.3	State Permits					
3.3.2	Wetland Removal-Fill (DSL)	80	\$ 12,349	\$ -	\$ -	\$ 12,349
3.3.3	Clean Water Act Section 401 Water Quality Certification (Corps/DEQ)	92	\$ 15,979	\$ -	\$ -	\$ 15,979
3.3.4	Utility Easement for State-Owned Submerged Lands (DSL)	90	\$ 15,964	\$ -	\$ -	\$ 15,964
3.4	City of Oregon City Permits					
3.4.1	OC Code Assessment and Pre-Application Conference	66	\$ 11,906	\$ 200	\$ -	\$ 12,106
<b>4.0</b>	<b>Public Involvement and Outreach Support</b>	15	\$ 3,450	\$ -	\$ 11,550	\$ 15,000
4.1	Public Involvement and Outreach Plan	2	\$ 460	\$ -	\$ 3,150	\$ 3,610
4.2	Open House	3	\$ 690	\$ -	\$ 3,150	\$ 3,840
4.3	Focussed Outreach	10	\$ 2,300	\$ -	\$ 5,250	\$ 7,550
<b>5.0</b>	<b>Quality Management</b>	56	\$ 14,440	\$ -	\$ -	\$ 14,440
5.1	Quality Management - Phase 1	56	\$ 14,440	\$ -	\$ -	\$ 14,440
<b>6.0</b>	<b>Environmental Studies</b>	86	\$ 14,735	\$ 400	\$ -	\$ 15,135
6.1	Phase 1 Environmental Site Assessment	86	\$ 14,735	\$ 400	\$ -	\$ 15,135
	<b>Total Staff Labor hours</b>	2,123	\$ -	\$ -	\$ -	\$ -
	<b>Total Staff Labor(\$)</b>		\$ 432,883	\$ 2,900	\$ 11,550	\$ 462,468



Tri City Water Resource Recovery Facility (WRRF) Willamette River Outfall  
 Clackamas County, Water Environmental Services (WES)  
 Level of Effort Estimate

Task #	Task/Subtask	Project Manager	Principal-in-Charge	PDB Lead	Mid Level Engineer	Jr Engineer	NPDES Permitting	Environmental Permitting Strategy	ESA Biological Assessment and Other Permits	Wetland Delineation	Permitting Support	Permitting Lead	Cultural Resources	Local City Permits	ODOT Liaison	Pipeline	Trenchless Technology	CAD	GIS	Project Assistant	Survey	Editor	Labor Hrs	Jacobs Labor Costs	Jacobs Expenses	Stakeholder Engagement (JLA)	Total Subs with 5% Markup	Top Task Summary				
		Quiterie Cotten	Terry Krause	Phil Sudol	Meabon Burns	Kathleen Mannion	Dave Wilson	Steve Mader	Sage Jensen	Peggy O'Neill	Samantha Newrick	Jake Ashford	Gretchen Gee	Carrie Andrews	Dave Sheldon	Michael Hoffmann	Jordan Grace	Ana Jovanovic	Phil Ryan	Byrl Thompson	Robert Martin	Carrie Steen	Sarah Jenniges	Marie Rose	Ken Kong	John Hall						
1.0	<b>Project Management</b>	104	68	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2.0	<b>Owner's Advisor Services</b>	36	22	188	104	72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2.1	Design Builder Qualification Based Selection																															
2.1.1A	Draft RFQ and with Procurement Documents	8	4	40	32	32																										
2.1.1B	Draft Contract Preparation	4	2	40																												
2.1.2	Procurement and Selection	16	8	60	32	40																										
2.1.3	Final Contract Preparation	12	8	48	40																											
3.0	<b>Permitting</b>	48	-	16	16	-	22	28	224	242	72	88	20	258	58	47	8	16	-	-	-	20	84	-	40	45	1,352	\$ 261,059	\$ 2,700	\$ -	\$ -	\$ 263,759
3.1	Permitting Coordination																															
3.1.1	Track Permit Status	4									20		20																			
3.1.2	Client Permitting Meetings							8	8	8			64	16	8		8															
3.1.3	Pre-Application Agency Meetings	4							8	4			16	4			8															
3.1.4	Develop Project Narratives	16		16	8		16	4	4	8		12	20	8	8					8	8											
3.2	Federal Permits																															
3.2.1	Supporting Reports for Agency Concurrence (DSL/SHPO)								4	24			8	24																		
3.2.2	Sediment Conditions	4					2	2				20	60													12						
3.2.3	Clean Water Act Section 404 Dredge/Fill (Corps)	4								80			36	4			8									12						
3.2.4	Rivers & Harbors Act 33 USC 408 (Corps)									24																						
3.2.5	Endangered Species Act Section 7 (NMFS & USFWS)	4			8			4	200		40	16		16												16						
3.3	State Permits																															
3.3.1	Wetland Removal-Fill (DSL)							2		24	32		4	2																		
3.3.2	CWA Section 401 Water Quality Certification (Corps/DEQ)						4	4		40		40																				
3.3.3	Utility Easement for State-Owned Submerged Lands (DSL)	4								30				8																		
3.4	City of Oregon City Permits																															
3.4.1	OC Code Assessment and Pre-Application Conference	8											6		31							12	4			5						
4.0	<b>Public Involvement and Outreach Support</b>	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
4.1	Public Involvement and Outreach Plan	2																														
4.2	Open House	3																														
4.3	Focussed Outreach	10																														
5.0	<b>Quality Management</b>	-	24	-	-	-	-	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
5.1	Quality Management - Phase 1	4						24					60	4			4															
6.0	<b>Environmental Studies</b>	4	-	-	-	-	-	2	-	-	-	-	60	4	-	-	4	-	-	-	-	-	-	-	-	12						
6.1	Phase 1 Environmental Site Assessment	4						2					60	4			4									12						
	<b>Total Staff Labor hours</b>	207	114	204	120	72	22	54	224	242	72	88	162	262	58	47	8	20	4	14	28	20	84	12	40	113	2,123					
	2021 Labor Rates	\$230	\$260	\$260	\$188	\$130	\$230	\$260	\$211	\$211	\$95	\$124	\$152	\$230	\$160	\$177	\$98	\$230	\$260	\$230	\$230	\$135	\$155	\$78	\$141	\$194						
	<b>Total Staff Labor(\$)</b>	\$ 46,690	\$ 29,640	\$ 53,040	\$ 22,585	\$ 9,361	\$ 5,060	\$ 13,520	\$ 47,176	\$ 50,990	\$ 6,847	\$ 10,931	\$ 3,044	\$ 59,340	\$ 9,298	\$ 8,305	\$ 785	\$ 3,680	\$ 1,040	\$ 3,220	\$ 6,440	\$ 2,697	\$ 13,061	\$ 936	\$ 5,639	\$ 19,559	\$ 432,883	\$ 447,618	\$ 3,300	\$ 11,000	\$ 11,550	\$ 462,468