CLACKAMAS
WATER ENVIRONMENT SERVICES

GREGORY L. GEIST | DIRECTOR

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

December 1, 2022

Board of County Commissioners
Clackamas County

Approval of Contract Amendment #1 to Contract #3956 between Water Environment Services and Jacobs Engineering Inc., for Owner Representation Services of the Tri-City Outfall Project. Amendment Value is $792,567.00, and total Contract Value is $1,255,035.00. Funding is through Water Environment Services Operating Fund. County General Funds are not involved. - Procurement

Purpose/Outcome	Approval of Contract Amendment #1 to Contract #3956 between Water Environment Services and Jacobs Engineering Inc., for Owner Representation Services of the Tri-City Outfall Project. Amendment Value is $792,567.00, and total Contract Value is $1,255,035.00. Funding is through Water Environment Services Operating Fund. County General Funds are not involved. - Procurement
Dollar Amount and Fiscal Impact	The contract amendment is for $792,567.00. The total contract value is $1,255,035.00.
Funding Source	Funding is through Water Environment Services (WES) Capital Improvement Funds. County general funds are not involved.
Duration	The contract ends December 31, 2025.
Previous Board Action/Review	• Prior approval of Contract #3956 related to budget and Capital Improvement Plan. • Issues discussion October 12, 2022, Approved October 14, 2022. • This item was presented at Issues on November 29, 2022.
Strategic Plan Alignment	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.
Counsel Review	Review Date: November 14, 2022 Counsel: Amanda Keller
Procurement Review	1. Was this item reviewed by Procurement? Yes 2. If no, provide brief explanation: N/A
Contact Person	Jeff Stallard, WES Capital Program Manager, 503-278-2311
Contract No.	#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). 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.

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 after a formal procurement process, hired Jacobs Engineering, Inc. to provide engineering services in the role of Owner's Representative to assist WES engineering staff in the delivery of this project.

The initial contract with Jacobs Engineering included services for permitting support and development of progressive design build documents and support for negotiations with the selected design build contractor. WES has a design build contactor under contract so this project is advancing to the next phase of delivery. This amendment will add the additional scope contemplated in the original RFP (request for proposal) to include additional services for Owners Representation during the design phase of the contract. These services include ongoing permit support, diffuser design, progressive design build review, and guaranteed maximum price negotiation support.

WES anticipates one additional amendment to this contract with Jacobs to secure the engineering services during construction for final project delivery.

PROCUREMENT PROCESS:
This project was advertised in accordance with ORS 279B and LCRB Rules on February 3, 2021. Proposals were opened on March 4, 2021. The County received one 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 of County Commissioners, acting as the governing body of Water Environment Services, approve the Contract Amendment #1 to Contract #3956 with Jacobs Engineering Inc., for Owner Representation Services of the Tri-City Outfall Project.

Respectfully submitted,

Greg Geist
Director, WES

Attachment: Amendment #1 to Contract #3956

Procurement

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH JACOBS ENGINEERING GROUP INC. FOR OWNER REPRESENTATION SERVICES FOR THE TRI CITY OUTFALL PROJECT
Contract #3956

This Amendment #1 is entered into between **Jacobs Engineering Group Inc.** ("Contractor") and Water Environment Services ("District") and shall become part of the Contract documents entered into between both parties on **October 14, 2021** ("Contract").

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
District has authorized an increase to the Scope of Work to include the anticipated Phase II services for the Tri City Outfall Project, which were contemplated in the original RFP #2021-09. Phase II includes Owner's Representative pre-construction services, diffuser design and additional permitting. The additional Scope of Work for Phase II is included as **Exhibit "B"** and hereby attached and included by reference.

2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing the additional work for Phase II, District agrees to increase compensation to the Contractor by an amount not exceed $792,567.00. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. The total Contract compensation shall not exceed $1,255,035.00.

ORIGINAL CONTRACT	$ 462,468.00
AMENDMENT #1	**$ 792,567.00**
TOTAL AMENDED CONTRACT	**$1,255,035.00**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Jacobs Engineering Group Inc.

11/08/2022
Authorized Signature Date

Patrick Van Duser
Printed Name

Water Environment Services

Chair Date

Recording Secretary

Approved as to form

11/14/22
County Counsel Date

EXHIBIT B – SCOPE OF WORK

Water Environment Services

Tri-City WRRF Outfall Diffuser Improvements – P632241

Background

Water Environment Services (District) has selected Jacobs Engineering Group Inc. (Contractor) 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 #2018-92), CH2M HILL Engineers, Inc. (now a wholly owned subsidiary of Jacobs Engineering Group) provided preliminary design and related permitting services to the District and during the course of delivery of that separate scope, the District determined to proceed in a Progressive Design Build 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 #2018-92 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.

The project scope was divided into in three phases. Work in **the first phase** included scope elements that need to be advanced prior to having a progressive design builder under contract. This included 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. **This scope is the second phase** and includes 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. **The future third phase** will include preparing late applications for construction permits and providing Owner's Representative Services during construction.

In summary, the general work of the scope for this second phase of the project includes:

- Additional Project Management services to support this phase of the project.
- Owner's Representative services related to the design reviews, cost estimates, risk management and GMP Negotiation.
- Additional project environmental permitting services.
- Stakeholder engagement and outreach assistance.
- Design services for the diffuser portion of the outfall pipeline

Tri-City Outfall Diffuser Improvements SOW

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 Contractor project manager (PM) will meet with the District's PM weekly to review project progress and discuss upcoming work activities. The PM will provide brief email weekly 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 Contractor project organization, communication, document control, and file sharing and change management approach.

Schedule Development and Update: The previously developed 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 agreed upon schedule.

Deliverables:

- Regular project progress email summaries.
- 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 [Phase 1]

Task 2.2 Owner Representative Services during Pre-Construction [Phase 2]

During the design phase the Contractor will work through Project technical, risk, cost, and schedule elements with the District and the Design-Builder through various review meetings and workshops. Design review under the progressive design phase of the project will primarily focus on scope compliance and will include two design review processes: review at design milestones and shoulder-to-shoulder design reviews as the design progresses. The shoulder-to-shoulder will allow expedited design milestone reviews.

Task 2.2.1 Scope Compliance Review [Phase 2]

The Contractor shall take part in the review of each Phase of the work that is subject to review and approval by the District. The scope compliance review shall include two separate types of reviews: 1) ongoing shoulder to shoulder reviews and 2) milestone submittal design reviews which will include regulatory and permit reviews.

1. **The shoulder-to-shoulder review** shall include technical and constructability reviews during 30% and 60% design progression and shall be facilitated through meetings with the Design-Builder team. The purpose of this ongoing review is to facilitate Contractor and District input with regular design decision input to avoid backtracking at Milestone reviews and to ensure that the design follows the District's intent. The Contractor shall also participate in value engineering review workshops.
2. **Milestone Reviews** shall be conducted as part of the pre-construction phase for the 30% and 60% design contract documents and specifications. The review shall focus on determining that these documents meet the intent of the District contract requirements outlined in the Design-Builder contract. The milestone review shall include a technical review of these documents while confirming that the messaging of the design is consistent with stakeholder and District communication. A regulatory compliance review shall be conducted to determine that the design and permit applications meet all applicable project permitting requirements.

Assumptions:

- Up to 32 two-hour meetings will be held with the District and the Design-Builder team for the shoulder-to-shoulder review during the pre-construction phase. These will include 3 staff from the Contractor's team.
- Up to 10 of eight-hour Workshops will be held with the Design-Builder team with 3 staff from the Contractor's team.
- Milestone reviews will require 14 calendar days per submission.
- Contractor comments will be addressed by the Design-Builder in the next submittal so no re-submissions review resulting from incomplete information will required.
- Design reviews post 60% design review will be included in Phase 3.
- Travel costs and time are included for 2 Contractor staff to attend five eight-hour meetings in person.

Deliverables:

- Workshop meeting notes
- Review comments for each milestone deliverables

Task 2.2.2 Cost Estimate [Phase 2]

The Contractor will conduct a detailed review of the Design-Builder cost estimate for the 30% and 60% design for accuracy and completeness. The Contractor will work with the Design-Builder to reconcile cost estimates and identify and update Project risk allocations and usage.

In addition the Contractor will prepare one independent cost estimate ahead of the GMP. The construction cost estimate will be generated in sufficient detail to provide the expected accuracy range of an AACE International Class 2 (-15% to +20%) cost estimate. The cost estimate will be provided with details including size, material, volumes of materials, and other major components. The basis of the cost estimate will be described in a brief technical document, submitted with the cost estimate at both design milestones.

Assumptions:

- GMP is set at 60% Design
- Cost estimate review will be based on information provided from milestone deliverables.
- Quantity Take-off information will be completed by the Design-Builder.
- Cost estimate review assumes 14 calendar days.

- One Independent cost estimate is included in this scope and preparation assumes 21 calendar days. District approval required prior to performing this independent cost estimate.
- Two Contractor staff will attend up to 2 half day meetings per milestone deliverable for cost review meetings.

Deliverables:
- 30% and 60% cost estimate review comments
- Additional independent cost estimate as requested by the District

Task 2.2.3 GMP Negotiations [Phase 2]

The Contractor will assist the District in the GPM negotiations with the Design-Builder through document and cost review and negotiation meetings.

Assumptions:
- Up to 4 four-hour meetings will be held with the District and include three Contractor staff.
- In addition to the meetings, a total of 48 hours will be provided to assist the District during GMP negotiations.

Deliverables:
- GMP document review comments
- Meeting notes

Task 2.2.4 Risk Management [Phase 2]

The Contractor shall participate in the development and review of a risk matrix prepared by the Design-Builder that identifies risk ownership, mitigation measures, cost impacts and risk-associated owner and contractor contingencies. The Contractor will attend regular meetings with the District and the Design-Builder to review the risk matrix.

Assumptions:
- The Design-Builder will develop and maintain risk matrix and be responsible for capturing new risk items and eliminating expired risks.
- The Design-Builder will facilitate monthly risk meetings to review and update the risk log.
- Three Contractor staff will participate in two-hour monthly risk review meetings (12 total meetings).

Deliverables:
- Meeting Notes

Task 2.2.5 Contract Meetings [Phase 2]

The Contractor will attend monthly meetings with the District and the Design-Builder team to review overall design progress, contract status, schedule, and invoicing.

Assumptions:
- Up to 10 two-hour meetings are assumed during the pre-construction phase with two Contractor staff.

Deliverables:
- Meeting Notes

Task 2.3 Owner Representative Services during Construction [Phase 3]

Task 3 Permitting

The permitting subtasks are organized to reflect the permits list in the preliminary Permitting Matrix developed for the Tri-City WRRF Willamette River Outfall Project. Consequently, the Contractor will 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). Contractor 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. All agency and permitting meetings will occur in the greater Portland Metro area or virtually.
4. All documents, including agendas and meeting notes for all workshops, meetings, and teleconferences, will be provided in electronic format.

Task 3.1 Permitting Coordination

Task 3.1.1 Track Permit Status [Phase 1]

Task 3.1.2 Client Permitting Meetings [Phase 1]

Task 3.1.3 Pre-Application Agency Meetings [Phase 1]

Task 3.1.4 Develop Project Narratives [Phase 1]

Additional Archaeological Support – [Phase 2]

The Contractor will provide additional cultural resources support to address and respond to comments from USACE based on changes to the design development post 10% Design and to support the public involvement process with the District.

Assumptions:

- Up to 40 hours are included in the budget.

Deliverables:

- Documentation of responses to comments.

Task 3.1.5 Design Meetings to Align Project Permitting Team [Phase 2]

The Contractor's Permitting lead will attend regular Design-Builder design team meetings to:

- Understand and be informed about project scope related to regulatory issues and coordinate project descriptions for permitting applications and permitting involvement.
- Assist in alternatives selection or design options to minimize environmental/land use impacts, and identify project mitigation opportunities (e.g., potential stakeholder benefits at Jon Storm Park, marina, fishery interests, shoreline restoration).

- Guide the design to accepted regulatory precedents and sideboards, narrow the scope of agency decisions, avoid controversial construction means and methods, and accommodate in-water work timing constraints.

Assumptions:

- Up to 40 hours are included in the budget.

Deliverables:

- Review comments of meeting notes provided by Design-Builder if required.

Task 3.2 Federal Permits

Task 3.2.1 Supporting Reports for Agency Concurrence [Phase 1]

Task 3.2.2 Sediment Conditions (PSET USACE) [Phase 1]

Task 3.2.3 Clean Water Act Section 404 Dredge/Fill (USACE) [Phase 1]

Task 3.2.4 Rivers & Harbors Act 33 USC 408 (USACE) [Phase 1]

Task 3.2.5 Endangered Species Act Section 7 and Magnuson-Stevens Act Consultation (NMFS & USFWS) [Phase 1]

Task 3.2.6 Additional Marine Mammal and Avian Permit Considerations [Phase 3]

Task 3.3 State Permits

Task 3.3.1 Wetland Removal-Fill (DSL) [Phase 1]

Task 3.3.2 Clean Water Act Section 401 Water Quality Certification (USACE/DEQ) [Phase 1]

Task 3.3.3 Utility Easement for State-Owned Submerged Lands (DSL) [Phase 1]

Task 3.3.4 Short Term Access Agreement (DSL) [Phase 2]

The Contractor will prepare an application for a short-term access agreement (i.e., temporary construction easement) to construct the effluent outfall and diffuser on State-Owned Submerged Lands in the Willamette River. Include any proposed in-water work (outside of the existing permanent sewer easement) at the existing effluent outfall. Application will include a legal description and exhibit.

Assumptions:

- The District will pay application and easement recording fees.
- The District will provide proof of insurance and performance security, if requested by DSL. DSL will need to be named as an additional insured in the proof of insurance.

Deliverables:

- Draft and final short-term access agreement application.

Task 3.3.5 SHPO Permitting Requirements [Phase 2]

Task 3.3.5.1 Memorandum of Agreement (MOA) and Archaeological Treatment Plan for Adverse Effects

The Contractor shall prepare a draft MOA and a Draft Archaeological Treatment Plan that the USACE and consulting parties can build upon during consultation. The Contractor shall prepare an Archaeological

Treatment Plan that includes procedures for an on-site monitor, screening of excavated materials from the fill/native sediment interface, collection and curation of archaeological materials, and documentation and reporting requirements once ground disturbance within the site boundaries are complete. The treatment plan will also include procedures for an inadvertent discovery of human remains. The draft MOA will reference the Archaeological Treatment Plan to mitigate adverse effects.

The draft Archaeological Treatment Plan will be shared with the USACE who will consult with Area tribes and the Oregon SHPO to develop a final MOA and Final Archaeological Treatment Plan.

Assumptions:

- A memorandum of agreement and a treatment plan will be necessary to mitigate potential adverse effects to site 35CL19.
- Draft Treatment Plan will outline monitoring and data recovery efforts during construction and documentation and reporting requirements.
- USACE will lead consultation efforts regarding the further development of the Draft MOA.
- Draft Archaeological Treatment Plan will satisfy requirements for mitigation
- One round of comments from USACE will be incorporated into the DRAFT Archaeological Treatment Plan.
- One round of comments from the SHPO and Area Tribes will be incorporated into the DRAFT Archaeological Treatment Plan.

Deliverables:

- One DRAFT MOA addressing mitigation of adverse impacts to eligible site 35CL19
- One Draft Archaeological Treatment Plan in Microsoft Word DOC format and combined PDF format.

Task 3.3.5.2 Archaeological Excavation Permit

Prior to project ground disturbance, but after final design has been completed, the Contractor shall acquire an archaeological excavation permit from the Oregon SHPO for any planned ground disturbance within the known boundary of site 35CL19. The permit application will include a research design and methods outlined in the agreed upon FINAL Archaeological Treatment Plan.

Assumptions:

- Project ground disturbance will take place along the slope where traditional data recovery methods are not feasible.
- A letter will be provided from the landowner granting permission to conduct archaeological data recovery on their property.

Deliverables:

- One DRAFT Archaeological Permit Application
- One Final Archaeological Permit

Task 3.4 City of Oregon City Permits

Task 3.4.1 Assessment of Oregon City Code (OCC) and Pre-Application Conference [Phase 1]

Task 3.4.2 Right of Way (ROW) License Support [Phase 2]

The Contractor will assist WES in preparing documentation required for the Right of Way License support.

Assumptions

- The District will be the lead on this Task.
- 8 hours are assumed to support the District with figures in support of the ROW License.

Task 3.4.3 Oregon City Land Use Development Permit Package [Phase 2]

The proposed project is anticipated to trigger a Type III land use approval process, which includes a 30-day land use development application packet completeness review followed by a 120-day staff review of the land use development application packet. Construction cannot begin until the review periods are complete and final land use approvals have been obtained.

The Contractor will prepare a land use development application packet that contains narratives and applicable supplemental materials (e.g. design drawings, graphics) to address the following presumed applicable OCC sections:

- Mixed-Use Downtown (MUD) District (OCC Chapter 17.14)
- General Industrial (GI) District (OCC Chapter 17.36)
- Institutional (I) District (OCC Chapter 17.39)
- Flood Management Overlay District (Chapter 17.42)
- Erosion and Sediment Control (Chapter 17.47)
- Willamette River Greenway Overlay District (Chapter 17.48)
- Conditional Uses (Chapter 17.56)
- Site Plan and Design Review (Chapter 17.62)

The City of Oregon City will confirm/inform the specific land use development submittal requirements noted above in their Pre-Application Conference Summary.

The Contractor shall perform all applicable procedures for a Type III review process as detailed in OCC Chapter 17.50, including attending City of Oregon City Land Use Permit Planning Commission Hearing, applicable Neighborhood Association Meeting, and legal notice posting.

Deliverables

- Draft and final land use development package conference application submittal
- Preparation for, and attendance at, City of Oregon City Land Use Permit Planning Commission Hearing
- Preparation for, and attendance at, Neighborhood Association Meeting.

Assumptions

- Three Contractor staff (Project Manager, a senior planner, and a senior designer) will attend the 2-hour of Oregon City Land Use Permit Planning Commission Hearing.
- Three Contractor staff (Project Manager, a senior planner, and a senior designer) will attend the 1-hour Neighborhood Association Meeting.

Task 4 Public Involvement and Outreach Support [Phases 1 and 2]

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 Contractor 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 and General Coordination

A Public Involvement and Outreach Plan was prepared in June 2020 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 Contractor shall work collaboratively with WES to update the previously developed public involvement plan to identify new stakeholders, necessary outreach, and create a proposed outreach timeline for the Project.

The Contractor will be the lead coordinator for maintaining the public involvement plan that will be used as a roadmap for the District through 2022-2025. A communication plan will be used as a living document to guide the day-to-day work between the District and the Contractor, reviewed and updated together regularly.

Assumptions:

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

Deliverables:

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

Task 4.2 Assist with Open House(s) and Project Tours

The Contractor shall prepare content updates for open houses or walking tours utilizing existing content and previously created video and supporting materials upon request. The purpose of the open houses or walking tours will be to provide a Project update to educate the public and stakeholders and answer questions. The Contractor shall support the design for these through communication for the events and development of tour materials. Contractor shall provide a short event summary.

This task includes:

- Two Open Houses/Public Meetings conducted in conjunction with town halls. JLA will produce informational materials and attend and document each of these meetings.
- Ribbon Cutting Ceremony Support: The Contractor shall support the District in preparing for a special event commemorating the completion of the Outfall project and to honor all of the

partners engaged, including the Confederated Tribes of Grande Ronde and the City of Oregon City.

Assumptions:
- Communication and invitation support for events.
- The District will lead the preparation of the ribbon cutting ceremony.

Deliverables:
- Open house and Ribbon Cutting ceremony summary documentation.

Task 4.3 Provide Focused Outreach

The Contractor 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 and recreational interests.

The Contractor shall make design changes to District-supplied content or supply design files to the District. The Contractor shall prepare quarterly reports based on collective stakeholder outreach efforts identified in the Public Involvement and Outreach Plan.

This task includes:

- Stakeholder database updates: The database created to garner input from key stakeholders in 2020 will be updated as needed and after public events. The team will track those individuals and groups who express interest in the project. The database will be used for notification of the open houses, project news, and outreach materials.

- Stakeholder outreach and engagement shall include online open houses, town halls and city reports. Outreach and engagement scope items include
    - Open Invite to Host a Conversation
    - December 2022 E-News & Town Hall Invite
    - January 2023 Meet the Team Town Hall
    - February 2023 Online Open House
    - Spring 2023 Annual Report to the Cities
    - December 2023 E-News & Town Hall Invite
    - January 2024 Team Update Town Hall
    - February 2024 Online Open House
    - Spring 2024 Annual Report to the Cities

Assumptions:
- The District will coordinate the stakeholder loop back presentations with Oregon City Citizen Involvement Committee, Oregon City Chamber and Neighborhood Association.

Deliverables:
- Quarterly reports of collective stakeholder outreach efforts identified in the Public Involvement and Outreach Plan

Task 4.4 Website Updates, Educational Videos, Fact Sheet and Newsletter Articles

The Contractor shall provide periodic updates to the outfall project website related to schedule, overall progress or additional information that the District wants to share with the public.

This Task includes:

- A Project Website: The project website updates include revised project overview, new timeline, frequently asked questions document, contact information, and an educational video.
- An Educational Video: Evaluate and update project video as requested by District.
- Frequently Asked Questions (FAQ) sheet: FAQ sheet will be updated based upon the questions, comments and concerns that are raised in noted forums. The FAQ is posted on the project website.
- An Informational Fact Sheet: Update informational fact sheet. Fact sheet includes a project overview, project schedule and contact information. The informational fact sheet will be available on the website, shared during meetings with key stakeholders, and at public events.
- Promotion and Newsletter Articles: Outreach to neighborhood associations, chambers, stakeholders, cities and other interest groups through social media and other news outlets.

Assumptions:

- The District will conduct final QA/QC and provide approval of the materials to be uploaded on the website.
- A total of two website updates will be completed over the duration Phase 2.
- Two newsletter articles will be prepared for publications: project update and town hall(s) promotions. District will submit/distribute the newsletter articles through their sources.

Deliverables:

- Draft and final live website updates.
- Educational video updates (up to one new edit, if requested by District).
- Updated FAQ sheet (up to two edits).
- Informational Fact Sheet (one edit).
- Newsletter articles (up to two).

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 Contractor 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.

Assumptions:

- A QC review will be performed on permitting, contract and public outreach deliverables described in the scope of work for Tasks 2, 3, 4, 6 and 7.

Task 6 Environmental Studies [Phase 1]

Task 6.1 Environmental Studies [Phase 1]

Task 7 Diffuser Design [Phase 2]

Task 7.1 30% Design [Phase 2]

During 30% Design, the Contractor shall:

- Finalize river dilution and make model adjustments.
- Design break-away flange and bolt requirements with a structural design evaluation.
- Design the diffuser riser elbow to match up with elastomeric check valves previously selected with the dilution modeling.
- Coordinate diffuser pipe connection to in-water outfall pipe with Design-Builder.
- Confirm diffuser pipe bedding and pipe support requirements and coordinate remaining in-water outfall pipe bedding and support with Design-Builder.
- Prepare 30% detail drawings for diffuser design.
- Prepare list of specifications for the diffuser design.

Assumptions:

- District review comments will be incorporated in the next phase of design.
- Contractor design is limited to the 200-ft long diffuser section of the outfall pipe. Design-Builder is responsible for remaining section of in-water outfall pipe.

Deliverables:

- 30% Drawings
- List of Specifications

Task 7.2 90% Design [Phase 2]

During 90% Design, the Contractor shall:

- Review additional bathymetric survey conducted by Design-Builder between 30% and 90% design to confirm river bottom elevations guiding selection of final port elevations and diffuser and in-water outfall pipe burial depth.
- Support the District and the Design-Builder to address constructability issues with the diffuser installation, planning coordination with ODOT in-water construction at the I-205 Abernethy Bridge and addressing river navigation and recreational fishing uses.
- Continue to develop break-away flange design and diffuser riser elbow.
- Continue to coordinate diffuser pipe connection to in-water outfall pipe with Design-Builder.
- Continue design diffuser of pipe bedding and pipe support requirements.
- Prepare 90% detail drawings for diffuser design.
- Prepare check valve and associated diffuser related specifications (ie. risers, flanges, bolts, and pipe). Coordinate these specifications with those prepared by the Design-Builder.

Assumptions:

- District review comments will be incorporated in the next phase of design.

Deliverables:
- 90% Drawings incorporating 30% District comments.
- 90% Specifications incorporating 30% District comments.

Task 7.3 Final Design [Phase 2]

During Final Design, the Contractor shall prepare final drawings for diffuser design and final diffuser related specifications.

Assumptions:
- Final Design will be completed for incorporation into the Design-Builder GMP development.

Deliverables:
- Final design drawings incorporating 90% District comments.
- Final specifications incorporating 90% District comments.

Tri City Water Resource Recovery Facility (WRRF) Willamette River Outfall

Water Environment Services (WES) Level of Effort Estimate Summary

Task No.	Task/Subtask	Initial Contract	Amendment 1	Revised Total Project
1.0	**Project Management**	$ 41,600	$ 75,839	$ 117,439
	External Progress Meetings and Updates	$ 9,200	$ -	$ 9,200
	Project Execution Plan	$ 2,760	$ -	$ 2,760
	Schedule Development and Internal Project Controls	$ 3,800	$ -	$ 3,800
	Project Change	$ 10,840	$ -	$ 10,840
	Internal Project Team Management and Direction	$ 15,000	$ -	$ 15,000
	Internal Project Team Management and Direction - Phase 2		$ 75,839	$ 75,839
2.0	**Owner's Advisor Services**	$ 112,534	$ 384,554	$ 497,089
2.1	Design Builder Qualification Based Selection	$ -	$ -	$ -
2.1.1A	Draft RFQ and with Procurement Documents	$ 33,171	$ -	$ 33,171
2.1.1B	Draft Contract Preparation	$ 14,018	$ -	$ 14,018
2.1.2	Procurement and Selection	$ 37,571	$ -	$ 37,571
2.1.3	Final Contract Preparation	$ 27,775	$ -	$ 27,775
2.2	Owner Representative Services during construction	$ -	$ -	$ -
2.2.1	Scope Compliance Review		$ 190,792	$ 190,792
2.2.2	Cost Estimate		$ 79,888	$ 79,888
2.2.3	GMP Negotiations		$ 27,748	$ 27,748
2.2.4	Risk Management		$ 51,185	$ 51,185
2.2.5	Contract Meetings		$ 34,941	$ 34,941
3.0	**Permitting**	$ 267,287	$ 82,678	$ 349,965
3.1	Permitting Coordination		$ -	$ -
3.1.1	Track Permit Status	$ 8,004	$ -	$ 8,004
3.1.2	Client Permitting Meetings	$ 26,989	$ -	$ 26,989
3.1.3	Pre-Application Agency Meetings	$ 12,475	$ -	$ 12,475
3.1.4	Development of Project Narratives to Support Permit Applications	$ 29,614	$ 6,803	$ 36,417
3.1.5	Design Meetings to Align project Permitting Team		$ 9,200	$ 9,200
3.2	Federal Permits		$ -	$ -
3.2.1	Supporting Reports for Agency Concurrence (DSL/SHPO)	$ 11,587	$ -	$ 11,587
3.2.2	Sediment Conditions	$ 21,068	$ -	$ 21,068
3.2.3	Clean Water Act Section 404 Dredge/Fill (Corps)	$ 33,335	$ -	$ 33,335
3.2.4	Rivers & Harbors Act 33 USC 408 (Corps)	$ 5,057	$ -	$ 5,057
3.2.5	Endangered Species Act Section 7 and Magnuson-Stevens Act Consultation (NMFS & USFWS)	$ 60,645	$ -	$ 60,645
3.3	State Permits		$ -	$ -
3.3.1	Wetland Removal-Fill (DSL)	$ 12,349	$ -	$ 12,349
3.3.2	Clean Water Act Section 401 Water Quality Certification (Corps/DEQ)	$ 15,979	$ -	$ 15,979
3.3.3	Utility Easement for State-Owned Submerged Lands (DSL)	$ 15,964	$ -	$ 15,964
3.3.4	Short Term Agreement (DSL)		$ 10,944	$ 10,944
3.3.5	SHPO Permitting Requirements		$ 19,767	$ 19,767
3.4	City of Oregon City Permits	$ -	$ -	$ -
3.4.1	OC Code Assessment and Pre-Application Conference	$ 14,223	$ -	$ 14,223
3.4.2	ROW License Support		$ 3,500	$ 3,500
3.4.3	Oregon City Land Use Development Permit Package		$ 32,465	$ 32,465
4.0	**Public Involvement and Outreach Support**	$ 15,000	$ 37,820	$ 52,820
4.1	Public Involvement and Outreach Plan and General Coordination	$ 3,610	$ 3,255	$ 6,865
4.2	Assist with Open House(s) and Project Tours	$ 3,840	$ 7,455	$ 11,295
4.3	Provide Focussed Outreach	$ 7,550	$ 5,355	$ 12,905
4.4	Website Updates, Educational Videos, Fact Sheet and Newsletter Articles		$ 21,755	$ 21,755
5.0	**Quality Management**	$ 14,440	$ 15,681	$ 30,121
5.0- P1	Quality Management - Phase 1	$ 14,440	$ -	$ 14,440
5.0- P2	Quality Management - Phase 2		$ 15,681	$ 15,681
6.0	**Environmental Studies**	$ 15,135	$ -	$ 15,135
6.1	Phase 1 ESA	$ 15,135	$ -	$ 15,135
7.0	**Diffuser Design**	$ -	$ 195,996	$ 195,996
7.1	30% Design		$ 90,915	$ 90,915
7.2	90% Design		$ 61,131	$ 61,131
7.3	Final Design		$ 43,949	$ 43,949
	Total Project	$ 465,996	$ 792,567	$ 1,258,564

COVER SHEET

☐ New Agreement/Contract

☒ Amendment/Change/Extension to Contract #3956

☐ Other _____

Originating County Department: Water Environment Services

Other party to contract/agreement: Jacobs Engineering Inc.

Description:

Approval of Contract Amendment #1 to Contract #3956 between Water Environment Services and Jacobs Engineering Inc., for Owner Representation Services of the Tri-City Outfall Project. Amendment Value is $792,567.00, and total Contract Value is $1,255,035.00.

After recording please return to: Chris Koontz

☐ County Admin

☒ Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____

Clear Print