



October 26, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Acting as the governing body of Water Environment Services
 Clackamas County

Approval of Amendment #2 to a Contract with Michels Trenchless, Inc. for Phase 2 Design and Construction for the Tri-City Water Resource Recovery Facility Outfall Project. Amendment value is \$58,444,000, total contract value is increased to \$60,602,083.60. Funding through WES Sanitary Sewer Construction Fund. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> • The BCC Public Hearing and Approval of a Resolution# 2020-86 for Exemption and Authorization to use the Request for Proposals method to Obtain a Progressive Design Builder for the Tri-City Water Resources Recovery Project on December 17, 2020. • Initial Contract (6881) presented at Issues on August 9, 2022, Contract signed on August 11, 2022. • Amendment 1 presented at Issues on May 2, 2023, Amendment signed on May 4, 2023. • Presented at Issues – October 24, 2023. 		
Performance Clackamas	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our national resources. 		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-278-2311

EXECUTIVE SUMMARY: The existing outfall from WES' Tri-City Water Resource Recovery Facility (WRRF), which discharges to the Willamette River, has a capacity of 75 million gallons per day (MGD). The required capacity to convey the projected wet weather full buildout condition is 162 MGD. To address this gap in capacity, WES has contracted with the design-build team led by Michels Trenchless, Inc. to provide pre-construction service, design services, and

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to develop a Guaranteed Maximum Price (GMP) for a new 90-inch outfall from the Tri-City WRRF to the Willamette River.

The pre-construction portion of the work, referred to as Phase 1 of the contract, has been completed, and the deliverables of Phase 1 are attached to this contract as part of the GMP proposal. These include a Basis of Design Report, 60% percent design drawings and specifications, a Geotechnical Baseline Report, a construction schedule, the project specific Risk Register, and a GMP proposal for construction of the new outfall, diffusers under the Willamette River, and connection to the Tri-City WRRF. WES staff and their Owner's Advisor, Jacobs, have worked closely with the design-build team to provide input and oversight throughout the development of these Phase 1 documents and negotiations of the GMP.

This proposed contract amendment is for Phase 2 of the Tri-City WRRF Outfall Project, which includes final design services, issuance of drawings and specifications for construction, construction permitting, construction of the outfall, diffusers, and connection to the Tri-City WRRF, and services during construction. Construction of the outfall is expected to be completed in 2025.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Amendment 2 for Contract 6881 with Michels Trenchless, Inc. for Phase 2 final design, construction, and construction services for the Tri-City WRRF Outfall Project.

Respectfully submitted,



Greg Geist
Director, WES

Attachment: Amendment #2 to Contract #6881

**GUARANTEED MAXIMUM PRICE AMENDMENT
TO THE CONTRACT DOCUMENTS WITH
MICHELS TRENCHLESS, INC.
FOR THE TRI-CITY WATER RESOURCES RECOVERY FACILITY
OUTFALL PROGRESSIVE DESIGN-BUILD PROJECT
Contract #6881**

This Guaranteed Maximum Price Amendment, (“GMP Amendment”) is entered into between **Michels Trenchless, Inc.** (“Design-Builder”) and Water Environment Services (“Owner”) and shall become part of the Contract Documents entered into between both parties on **August 18, 2022** (“Contract”). All capitalized terms in this Contract shall have the meanings identified in the Contract unless otherwise defined herein.

1. **Purpose.** By issuance of this GMP Amendment pursuant to Section 1.02(B) of the Agreement, the Owner is hereby authorizing Design-Builder to provide all necessary Phase 2 Completion Stage services, pursuant to the Contract, to fully complete the Tri-City Outfall Design-Build Project. Design-Builder’s guaranteed maximum price proposal is attached hereto as Exhibit A to this GMP Amendment (“GMP Proposal”).

2. **Authorized Phase 2 Services.** Design-Builder shall perform all Phase 2 Completion Stage Services necessary to complete the Project in accordance with the following documents, listed in descending order of precedence, attached and hereby incorporated by reference into Section 8.01(A) of the Agreement:
 - i. Basis of Design Report dated September 7, 2023
 - ii. 60% Calculations Package dated September 15, 2023
 - iii. Geotechnical Baseline Report dated October 6, 2023
 - iv. 60% Drawings dated September 15, 2023
 - v. 60% Specifications dated September 15, 2023
 - vi. 60% Schedule dated September 7, 2023
 - vii. 60% Risk Register dated September 7, 2023
 - viii. 60% GMP Lump Sum Price Proposal dated October 13, 2023
 - ix. 60 % Impact to GMP Comment Resolution dated October 8, 2023

3. **Phase 2 Price.** The guaranteed maximum Phase 2 Price for the Project is Fifty-Eight Million Four Hundred and Forty-Four Thousand Dollars (**\$58,444,000.00**).

4. **Design-Builder’s Fee.** The Design-Builder’s Fee is identified in Section 3.03 of the Contract and is included in the Phase 2 Price.

5. **Contractor’s Contingency.** The following changes to the provisions related to Contractor’s contingency are hereby incorporated into the Supplementary Conditions, Exhibit B:

- i. *SC-1.01A.56, Contingency* is hereby deleted in its entirety.
- ii. *SC-12.01(B)(3)(b)*.
 - a. The words “before requesting consideration from Owner to use the Contingency” are hereby deleted from the second to last sentence.
 - b. The last sentence is hereby deleted in its entirety.
- iii. *SC-14.01(E), Contingency* is hereby deleted in its entirety and replaced with “Reserved.”

6. **Audit Rights.** The following language is added to SC-11.05(E):
 “Owner’s audit rights under this section shall be expressly limited to the right necessary to verify the Design-Builder’s request for additional compensation meets the requirements of the Agreement.”

7. **Subcontractors and Self-Performed Work Requirements.** The following changes to the provisions related to subcontractors and self-performed work are hereby incorporated into the Contract Documents:

- i. *Agreement – Exhibit A, Scope of Work:* The Scope of Design-Builder Services (I)(A)(9-10), Subcontractor Procurement are hereby deleted in their entirety and each replaced with “Reserved.”
- ii. *SC-19, Subcontracting:* Article 19 in SC-19 is hereby deleted in its entirety and replaced with the following:

ARTICLE 19 – SUBCONTRACTING

19.01 Subcontracting

- A. Owner may request notification of its prequalification selections, before notifying any Subcontractor of those selections.
- B. Before making award to a Subcontractor or material supplier, the Design-Builder shall obtain a letter of concurrence from Owner. This letter concurs that the Design-Builder has followed the procurement procedure.
- C. All subcontracts will be between the Design-Builder and the Subcontractors. Subcontracts should be written to protect Owner from impacts and claims arising from the work. A copy of every subcontract shall be furnished to Owner at least five (5) calendar days prior to execution of the subcontract by Design-Builder. The Design-Builder shall be responsible to Owner for the acts and omissions of its agents and employees, suppliers, Subcontractors performing work under a contract with the Design-Builder, and of its lower tier Subcontractors, agents or employees. The Design-Builder shall require each Subcontractor to be bound to the Design-Builder by the terms of the Contract Documents, and to assume toward the Design-Builder all applicable obligations and responsibilities which the Design-Builder, by these Contract Documents, assumes toward Owner. The contract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed

by the Subcontractors that the subcontracting thereof will not prejudice such rights. Where appropriate, the Design-Builder shall require each Subcontractor to enter into similar contracts with their Subcontractors. The Design-Builder shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents and the Design-Builder's Summary Schedule, to which the Subcontractor shall similarly make copies of such Contract Documents available to their sub-Subcontractors. Each Subcontractor will be bound by this Special Condition. Subcontractors also shall be provided access to all RFI's, Schedule Updates, and any other information that arises during the performance of the Work. No subcontract or purchase order shall bind or purport to bind Owner. Each subcontract or purchase order shall provide, without requiring the prior consent of the relevant Subcontractor or supplier, for assignment and delegation of such subcontract or purchase order by Design-Builder to Owner in the event of a Design-Builder Event of Default. If Owner elects to assume by assignment any subcontract or purchase order as described in this section, then Design-Builder shall enter into reasonable assignment documentation requested by Owner which may be required to effect such assignment.

D. The Design-Builder shall make no substitution for any Subcontractor, person or entity previously selected without the prior written approval of Owner.

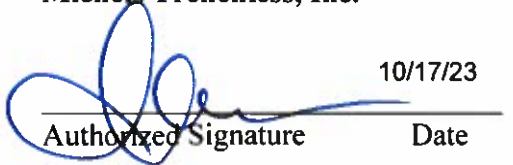
iii. SC-20 - Self-Perform Work: Article 20 is hereby deleted in its entirety.

8. **Bond Requirements.** In accordance with Section 5 of the Contract, the Design-Builder shall provide all required bonds prior to initiation of any Phase 2 Completion Stage services.
9. **Phase 2 Contract Times.** Design Builder shall provide all Phase 2 Completion Stage services necessary to complete the Project by the following Contract Times:
 - i. Substantial Completion: December 1, 2025
 - ii. Final Completion: March 1, 2026
10. **Insurance Certificates.** In accordance with Section 5 of the Contract, Design-Builder shall furnish proof of the required insurance naming the Owner as an additional insured.
11. **Applicability of Contract Document Terms and Conditions.** Phase 2 Completion Stage services authorized under this GMP Amendment are subject to all terms and conditions set forth in the Contract Documents.

Signature Page Follows

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 GMP Amendment, effective upon the date of the last signature below.

Michels Trenchless, Inc.



Authorized Signature Date
Jeffrey S. Mueller, Senior Vice President

Printed Name

Water Environment Services

Chair Date

Recording Secretary

Approved as to Form



County Counsel Date
10/16/23



Project Cost Summary

Project Name: Tri-City WRRF Outfall - 60% Lump Sum Price
Client: Clackamas County Water Environment Services
Date: October 13th, 2023

Biditem	Bid Description	QTY	Unit	MH's	Labor	Perm. Material	Const. Material	Equipment	Subcontract	Trucking	Total
10000	CUT AND COVER SEGMENT	1	LS	875	\$ 61,022	\$ 2,188,972	\$ 9,611	\$ 8,249	\$ 5,943,794	\$ 2,576,257	\$ 10,787,905
10100	Site Preparation	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ 326,459	\$ -	\$ 326,459
10200	42" RCP Siphon Installation	79	LF	-	\$ -	\$ 19,460	\$ -	\$ -	\$ 103,804	\$ 10,865	\$ 134,129
10300	90" FRP Installation - STA. 25+85 TO 50+65	2480	LF	-	\$ -	\$ 2,114,357	\$ -	\$ -	\$ 2,951,301	\$ 2,565,392	\$ 7,631,050
10400	WRRF Tie-In Vault - STA 50+65	1	LS	282	\$ 19,767	\$ 43,797	\$ -	\$ -	\$ 383,411	\$ -	\$ 446,975
10500	WRRF Mixing Box	1	LS	593	\$ 41,255	\$ 11,358	\$ 9,611	\$ 8,249	\$ 254,803	\$ -	\$ 325,277
10600	Agnes Ave. Reconstruction	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ 744,225	\$ -	\$ 744,225
10700	Main Street Reconstruction	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ 274,358	\$ -	\$ 274,358
10900	Phase II Preconstruction Services	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ 905,433	\$ -	\$ 905,433
20000	TRENCHLESS SEGMENT	1	LS	29,468	\$ 2,457,590	\$ 6,530,356	\$ 239,403	\$ 7,547,710	\$ 3,435,847	\$ 559,683	\$ 20,770,589
20100	90-INCH CARRIER PIPE (MTBM) - STA. 25+85 TO 2+15	2370	LF	27,759	\$ 2,342,092	\$ 6,484,176	\$ 144,515	\$ 7,476,005	\$ 2,182,436	\$ 425,901	\$ 19,055,123
21000	WORK SHAFT - STA. 25+85	25	VF	770	\$ 48,695	\$ 8,050	\$ 68,579	\$ 23,154	\$ 949,425	\$ 117,284	\$ 1,215,187
22000	VENTILATION PIPE - STA 10+50	50	VF	940	\$ 66,803	\$ 38,131	\$ 26,309	\$ 48,551	\$ 303,986	\$ 16,499	\$ 500,279
30000	MARINE CONSTRUCTION	1	LS	-	\$ -	\$ 2,145,100	\$ -	\$ -	\$ 2,495,000	\$ -	\$ 4,640,100
30100	SURVEY	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
30200	MTBM RETRIEVAL	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ 1,202,250	\$ -	\$ 1,202,250
30300	OUTFALL DIFFUSER PIPE - STA. 0+00 TO 2+00	200	LF	-	\$ -	\$ 2,145,100	\$ -	\$ -	\$ 1,277,750	\$ -	\$ 3,422,850
40000	UTILITY CONFLICT STA. 18+00 TO 22+00	1	LS	113	\$ 150,117	\$ 73,206	\$ -	\$ 126,534	\$ 976,057	\$ 9,809	\$ 1,335,723
40100	SEWER INSPECTION	2	EA	-	\$ -	\$ -	\$ -	\$ -	\$ 3,760	\$ -	\$ 3,760
40200	BYPASS PUMPING	1	LS	113	\$ 7,617	\$ 13,356	\$ -	\$ 34,194	\$ 972,296	\$ 9,809	\$ 1,037,273
40300	48" UV LINER	300	LF	-	\$ 142,500	\$ 59,850	\$ -	\$ 92,340	\$ -	\$ -	\$ 294,690
50000	TESTING & COMMISSIONING	1	LS	723	\$ 58,969	\$ -	\$ -	\$ 34,478	\$ 211,664	\$ -	\$ 305,110
60000	INSURANCE/ BOND/ TAX	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,511,595
70000	PHASE II DESIGN SERVICES	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ 490,806	\$ -	\$ 490,806
90000	OWNER ALLOWANCE	1	LS	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150,000

Notes:
 1.0 MTBM rental cost to WES for wet retrieval date extension beyond provided in-water work window will be a flow-through charge (no markup) based on actual costs. (beyond 10 months anticipated in estimate.)

Estimate Totals	
Labor	\$ 2,727,698
Perm. Material	\$ 10,937,634
Const. Material	\$ 249,015
Equipment	\$ 7,716,971
Subcontract	\$ 13,553,167
Trucking	\$ 3,145,749
Insurance/Bond/Tax	\$ 1,511,595
TOTAL DIRECT COST	\$ 39,841,828
RISK (EST/ENGG/ESC)	\$ 5,278,282
GENERAL CONDITIONS (10%)	\$ 4,512,011
DESIGN-BUILDER MARK-UP	\$ 7,661,879

OWNER ALLOWANCE	\$ 1,150,000
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TOTAL CONTRACT VALUE	\$ 58,444,000
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Last saved by: SACHDEVAVI(2023-06-26) Last Plotted: 2023-06-27
 Filename: C:\USERS\DEJESUS\PIPEDRO\AECOM\WES TRICITY OUTFALL - GENERAL\1900 CAD\20-SHEET\OPTION 2\06092055-C-A04.DWG
 Project Management Initials: Designer: RWM Checked: BH Approved: LF
 ANSI D 22" x 34"



PLAN VIEW
SCALE: 1"=200'

LEGEND

— TRENCHLESS
— OPEN CUT

0 200' 400'



PROJECT
Tri-City WRRF Outfall



CONTRACT No. P632241

OWNER
Clackamas County Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045
www.clackamas.us

DESIGN-BUILDER
MICHELS TRENCHLESS
817 Main St.
Brownsville, WI 53006
www.michels.us

AECOM
888 SW 5th Avenue, Suite 600
Portland, OR 97204
www.aecom.com

REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION
B	06/28/23	ISSUED FOR 60% DESIGN
A	12/22/22	ISSUED FOR 30% DESIGN
I/R	DATE	DESCRIPTION

PROJECT NUMBER

60692055

Designed By:	R. MEYER
Drawn By:	S. GREBENNIKOV
Dept Check:	L. FINNEFROCK
Proj Check:	B. HUSCHKA
Date:	JUNE 28, 2023
Scale:	AS SHOWN

DISCIPLINE
CIVIL

SHEET TITLE
KEY MAP AND VICINITY

SHEET NUMBER
A-4

