



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 2 to the Agreement between Water Environment Services and
Brown and Caldwell, Inc. for Professional Engineering Services for Phase III of the
Kellogg Creek WRRF Improvements Project

Purpose/Outcomes	Provide Professional Engineering Services to refurbish the Kellogg Creek Water Resource Recovery Facility (“WRRF”) to full operational capability, reliability and redundancy.
Dollar Amount and Fiscal Impact	Funding for professional engineering services is available in the FY2018-19 budget. Amendment No.2 increases the agreement by \$624,744 for a new total agreement amount from \$2,158,025 to a not to exceed amount of \$2,782,769.
Funding Source	Clackamas County Service District No.1 FY 2018-19 annual budget. No General Funds impacted.
Duration	April 23, 2015 and extended through December 31, 2020
Previous Board Action/Review	Original Contract for Phase I approved on April 23, 2015. Amendment 1 approved Phase II on December 19, 2016.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide wastewater and storm water infrastructure necessary to support partner communities and economic development over the next 20 years. 2. This project supports the County Strategic Plan to build a strong infrastructure.
Contact Person	Lynne Chicoine – Water Environment Services – 503-742-4559
Contract No.	WES Contract # P632139

BACKGROUND:

On April 23, 2015, Clackamas County Board of County Commissioners executed the agreement between Water Environment Services and Brown & Caldwell Inc. for Professional Engineering Services for Phase I of the Kellogg WRRF Improvements Project.

The refurbishment of KCWRRF has encompassed several distinct projects:

- Utility Corridor and Piping Replacement
- RAS Pump Station Improvements
- Peak Plant Design Capacity Reclamation
- Process Air Blower Replacement
- Electrical Phases I, II, III
- Primary Sludge Pump Station Upgrades

- Influent Pump Station Phase I
- WAS Thickening Polymer Upgrades
- Aeration Basin Zone 2 Covers

This Scope of Services anticipates that the improvements will be delivered under a single construction contract employing the construction manager/general contractor (CM/GC) method which will include procurement of all materials and equipment.

Engineering services are to be provided in three phases as summarized below. This amendment is for Phase III.

Phase I included:

Conducting risk management workshops, preparing project definition and conceptual design, construction cost estimating, assisting the District and purchasing in preparing alternative delivery documentation, participating in contractor procurement process, providing technical specifications for equipment procurement and participating in pre-construction activities through contractor's development of a guaranteed maximum price (GMP). Due to the revised timing for procurement of the CM/GC, portions of the Phase I scope has been reallocated to advance the design of the high priority work items. Working with the CM/GC during development of the GMP will be included in Phase II of the scope of work.

Phase II included:

Preparing design packages and coordination with the CM/GC. Two design packages were provided. The project elements are broken up into two categories (high, medium/low risk) according to the priority given to the project in terms of risk and consequence of failure. Phase II will also include participation in the CM/GC Preconstruction Services and GMP review, support construction of high priority work items.

Phase III will include:

Engineering Services during Construction including submittal review, response to contractor questions, attendance in construction meetings, site visits, start-up and training, system integration and record drawings. District staff has negotiated the scope and level of effort for Phase III of the agreement with Brown and Caldwell, Inc. for an amount not to exceed \$624,744.

Amendment 2 has been reviewed and approved by County Counsel.

RECOMMENDATION:

The Board of County Commissioners, acting as the governing body of Water Environment Services ("District"), approve Amendment 2 to the agreement between the District and Brown and Caldwell Inc. for an amount not to exceed \$624,744.

Respectfully submitted,

Greg Geist
Director, WES

Placed on the _____ agenda by Procurement.

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS WITH BROWN AND CALDWELL, INC. FOR
CONSULTING SERVICES FOR KELLOGG CREEK WATER RESOURCE RECOVERY
FACILITY (“KCWRRF”) IMPROVEMENT PROJECT**

This Amendment #2 is entered into between Brown and Caldwell, Inc. (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on April 23, 2015 (“Contract”).

The Purpose of the Amendment #2 is to make the following changes to the Contract:

1. Water Environment Services assumed all obligations under this Contract on behalf of Clackamas County Service District No. 1 as of July 1, 2018. All references to Clackamas County Service District No. 1 in the Contract between the parties shall be replaced with Water Environment Services.
2. **Exhibit A Scope of Services** is hereby amended as follows:
This Amendment is to add and identify Phase 3 deliverables that includes submittal review, response to construction contractor questions, attendance in construction meetings, site visits, and start-up and training, system integration and finally record drawings. The additional work is attached as Exhibit “B” and hereby incorporated by reference. Also include is Attachment 1, that shows the reallocation of budget line items per the risk as noted in the additional Scope of Services.

The project name has changed to Kellogg Creek Water Resource Recovery Facility (“KCWRRF”) and all references to the project name shall be changed to the new name.

3. **Article 5 – Payments to the Engineer** is hereby amended as follows:
The additional Services as associated with Phase 3 shall not exceed **\$624,744.00**. The Fee Schedule is attached as Exhibit “C” and hereby incorporated by reference. The total Contract Compensation shall not exceed \$2,782,769.00.

Original Contract	\$ 738,025.00
Amendment #1	\$ 1,420,000.00
<u>Amendment #2</u>	<u>\$ 624,744.00 + Time Extension</u>
Total Amended Contract	\$ 2,782,769.00

4. **Add the following to Article 6 for Termination:**

6.29 TERMINATION:

6.29.1 Unless earlier terminated or extended, this Contract shall expire on **December 31, 2020**.

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.

SIGNATURE PAGE FOLLOWS

EXHIBIT B
SCOPE OF SERVICES
Including Attachment 1

**EXHIBIT C
FEE SCHEDULE**