

Council Business Meeting

May 23, 2022

Agenda Item	Approval of Two Contracts for Construction and Engineering Services During Construction for the Wastewater Treatment Plant Outfall Relocation Project No. 2013-21	
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SUMMARY

Before Council is a request to authorize two agreements for the construction of the Wastewater Treatment Plant (WWTP) Outfall Relocation Project, No. 2013-21. Staff seeks Council’s authorization to enter into a Personal Services Agreement with Jacobs Engineering Group for Construction Engineering Services for \$996,550, and a public improvement construction contract with Pilot Rock Excavation for \$2,555,186. Completion of the WWTP Outfall Relocation Project is a requirement of the National Pollution Discharge Elimination System (NPDES) Permit that governs the City’s operation of the WWTP.

POLICIES, PLANS & GOALS SUPPORTED

Policy – Execution of these two agreements will support the City’s obligation to comply with policy established by the Federal Clean Water Act and applied as enforceable conditions by DEQ in the City’s active National Pollutant Discharge Elimination System (NPDES) permit for the WWTP, issued on March 1, 2022.

Plans – These agreements will enable the City to complete an important compliance project identified in the 2012 Comprehensive Sanitary Sewer Master Plan, approved by Council approximately 10 years ago.

City Council Goals - (supported by this project):

Maintain Essential Services.

- Wastewater

Department Goals - The requested loan revisions will support applicable Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

Council has taken numerous actions over the past decade that have had a nexus to the project:

- [March 15, 2011](#) – DEQ and Keller Associates presented effluent temperature compliance solutions.
- [April 17, 2012](#) – Council adopted a Comprehensive Sanitary Sewer Master Plan (and complimentary 2014 Wastewater Facilities Plan) that recommended a combination of relocating the outfall from Ashland Creek to Bear Creek, effluent discharge through constructed wetlands during various times

of the year, selective discharges from Reeder Reservoir, and water quality temperature trading to meet thermal regulations.

- [May 21, 2013](#) - Council approved a Resolution Authorizing and Approving State Revolving Fund Loan Agreement R11751. The loan amount was for \$4,549,691, and was intended to fund three projects, including the Outfall Relocation, water quality temperature trading, and membrane filter replacement.
- [May 6, 2014](#) – Council awarded a contract to CH2M Hill (now Jacobs) to complete an outfall relocation study. The study investigated and recommended the best outfall relocation spot on Bear Creek that could comply with the mixing zone, thermal plume and toxics requirements anticipated in the updated NPDES permit.
- [December 5, 2017](#) – Council awarded a contract to CH2M Hill (now Jacobs) to complete pre-engineering for the Outfall Relocation project. Predesign, including environmental permitting, was complete in early 2020.
- [February 6, 2018](#) – Council approved a Resolution Authorizing and Approving State Revolving Fund Loan Agreement R11754 and Amendment Number 1 R11751. The resolution resulted in a new loan total of \$4,829,000, intended to finance the Outfall Relocation and water quality temperature trading. Note that in early 2021, DEQ split this loan into two loans that separately financed the Outfall Relocation and the water quality temperature trading. CWSRF Loan R11755, for \$2,500,000 was created to finance the design of the Outfall Relocation project. The balance of R11754 continues to finance water quality temperature trading. This action, which resulted in a more financially favorable repayment schedule for the City, did not require authorization of additional debt and was therefore not taken before Council.
- [May 4, 2021](#) – Council awarded a contract to Jacobs to complete final engineering for the Outfall Relocation project.
- [May 3, 2022](#) – Council approved Resolution Authorizing and Approving an Amendment to State Revolving Fund Lona Agreement R11755. The resolution converted the balance of a pre-existing design loan to a construction loan and increased the loan amount to a total of \$3,500,000.

BACKGROUND AND ADDITIONAL INFORMATION

(1) General Background Information

The outfall of the WWTP currently discharges warm effluent to Ashland Creek. In-stream flows in Ashland Creek are often too low to buffer the temperature impact from the effluent, and do not promote effective mixing (i.e. beneficial dilution), which results in exceedances of water quality standards DEQ has established to protect migratory fish in the Bear Creek basin. On March 1, 2022 the City received a new NPDES Permit from Oregon DEQ. The Permit includes limits on effluent temperature at the point of discharge and the in-stream mixing zone, with which the City is currently unable to comply. One of several capital projects required by the new Permit to meet temperature and mixing zone regulations is the Outfall Relocation Project. This Project was first endorsed in the 2012 Comprehensive Sanitary Sewer Master Plan (Keller Associates), in anticipation of today's Permit terms. Relocating the outfall to Bear Creek, a much larger stream than Ashland Creek, has been approved by DEQ as an effective temperature mitigation and mixing strategy and a path to regulatory compliance.

(2) Personal Services Agreement for Construction Engineering Services – Background and Information

The City outlined the components of the WWTP Outfall Relocation Design in a public Request for Qualifications Based Proposals that closed on October 12, 2017. The Project components described in that document were broken into the following project phases:

- Phase 1A, Preliminary Engineering (COMPLETED)
- Phase 1B, Easements, Permitting, and Public Outreach (COMPLETED)
- Phase 2, Final Engineering and Bidding Services (COMPLETED)
- Phase 3, Construction Engineering Services (THIS SCOPE)

Following evaluation of three qualifications-based proposals, the City selected CH2M Hill Engineers, Inc. (now Jacobs Engineering Group) in October 2017 for Outfall Relocation Design. Phases 1A and 1B of the Project. Council retained Jacobs for Phase 2, which ended in a successful construction bid event on April 26, 2022. Staff now seeks Council's authorization to award Phase 3 Construction Services to Jacobs for project completion.

Construction engineering services will be provided by staff at Jacobs who possess the required professional certifications and can provide the time commitment and project presence required by DEQ not currently available amongst the City's limited staffing resources. Major services for this project generally include:

- Construction engineering services and project management by the design engineer and engineering team as stipulated in the CWSRF loan funding this project. These services are required by the funding mechanism to ensure the project conforms to the specifications and plans that were reviewed and approved by DEQ. Ultimately the design engineer must sign DEQ's "Loan Construction Certification Form", which affirms that the project was built and performs as specified. Likewise, the City must sign off DEQ's "Affirmative Certification Form", identifying the design engineer and affirming the project performs to specification. Construction engineering services and associated documentation enable both parties to attest to project performance in good faith.
- On-site construction management and field services required by the terms of DEQ's project approval notification, dated March 1, 2022 (attached). DEQ requires construction supervision from the design engineer, or his/her representative, to observe and document that construction and testing occurs according to the plans and specifications approved by the agency. On more complex projects, DEQ requires daily supervision and documentation, but DEQ accepted the City's proposal of part-time supervision (3 days per week) by the design engineer for this project. One of the important roles of the construction manager will be coordination of all required inspections and tests with the contractor, including pipe, manhole, cleanout and appurtenance testing specified in the construction plans.
- Environmental compliance tracking and coordination. Multiple agencies, including DEQ, Oregon Department of State Lands, US Army Corps of Engineers, Rogue Valley Sewer Services and Oregon Department of Fish and Wildlife, have issued construction permits requiring the project adhere to specific environmental protections and mitigation activities. This service provided by Jacobs will help the City track the performance of the contractor's environmental compliance measures, verify the contractor's work is in compliance with permit conditions, and assist the City in responding to compliance events during construction.

Construction engineering services are budgeted for the full 17-month duration of the project for a cost not to exceed \$996,550. This total cost is the sum of estimated time and materials, meaning the City will be billed only for services actually received, up to \$996,550. A significant portion of Jacob's cost – over \$200,000 - are allowances and owner-carried contingencies. Allowances are costs encumbered on a contract for services that will be performed as needed and as requested by the City. Some line-item allowances may not be needed at all during the term of the contract, some may be partially expended, while other allowance line items may be fully liquidated. There are

approximately \$65,000 of allowances in this contract, identified by asterisk in the Level of Effort (LOE) document (Attachment 1). Owner-carried contingencies, in the context of this agreement, are costs encumbered for extended services of a construction manager, should the project require the construction manager’s presence for the full 17-month duration. Under normal circumstances, this project would be expected to last just under a year. However, about 5.75 months of additional labor have been added to this contract based on feedback from City suppliers about the effects of ongoing disruptions in the global materials supply chain, which has particularly impacted the manufacture and delivery of iron and steel products, HDPE and PVC pipe. These delays are being experienced industry-wide, even amongst the City’s internal procurements. Accordingly, the owner-held contingency of about \$141,000 for another 5.75 months (680 hours) of construction management services has been added to the contract. As with allowances, these contingency funds might remain unused, or they may be partially or fully liquidated. Owner-held contingencies for construction management are identified in the LOE as a separate expense from routine construction management services.

(3) Public Improvement Contract for Construction – Background and Information

The construction solicitation initially closed on March 8, 2022 but resulted in no bids received. Staff solicited the project a second time, which returned two responsive bids on April 26, 2022. The table below summarizes the bid results. Staff seeks council’s authorization to enter into a construction contract with Pilot Rock Excavation, the lowest responsive bidder, for \$2,555,286.

Pilot Rock Excavation	Central Pipeline, Inc.
\$2,555,186.00	\$3,888,532.90

The City is currently on-track to complete construction ahead of the Compliance Schedule established in the new NPDES Permit. The Compliance Schedule identifies major milestones from achieving compliance with a handful of water quality regulations the City currently exceeds on a regular basis. Maintaining a good lead on the Compliance Schedule is beneficial for several reasons. First, it ensures that the City will comply with applicable regulations on-time, thus avoiding costly civil and/or criminal penalties could be levied for non-compliance. Second, it helps minimize the financial impact of inflationary pressures and construction cost escalation that will inevitably continue to drive project costs up as time passes.

FISCAL IMPACTS

This project is funded by CWSRF Loan R11755. The loan amount, amended by Council on May 3, 2022, is for \$3,500,000, with a balance of about \$2,586,000. The combined cost of both agreements brought before Council is \$3,551,736.

The CWSRF Loan currently does not have sufficient funds to complete the project because recent and ongoing escalation in labor and materials costs are driving construction costs higher than anticipated when DEQ and City of Ashland negotiated the current loan and amendment amounts. Staff will need to explore additional project funding. Two apparent viable options are being considered by staff, include (a) utilizing the ending fund balance for the wastewater treatment plant 2021-2023 biennium capital expense account, and (b) a future amendment to the loan ceiling. Staff will continue evaluating funding options and will bring a recommendation to Council regarding additional funding source in the third or fourth quarter of 2022.

STAFF RECOMMENDATION

Staff recommends Council move approval of a Personal Services Agreement with Jacobs Engineering Group and a public improvement contract with Pilot Rock Excavation for completion of the WWTP Outfall Relocation Project. Due to multiple delays in receiving the NPDES Permit, combined with a difficult bidding environment, the City will be unable to comply with certain water quality terms of the NPDES Permit if further delays occur in the award of

these contracts. During the previous month, staff discussed the possibility and ramifications of further delays with DEQ. While a regulatory remedy can be devised for delays beyond the City's control that result in non-compliance, actions taken by the City that lead to non-compliance may result in civil and/or criminal penalties imposed by DEQ and the federal Environmental Protection Agency (EPA), in accordance with a schedule of penalties outlined in the NPDES Permit.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move approval of a personal services agreement with Jacobs Engineering Group, Inc. for engineering services during construction in the amount of \$996,550 and a public improvement contract with Pilot Rock Excavation in the amount of \$2,555,186.

REFERENCES & ATTACHMENTS

Attachment #1: Jacobs Engineering Group, Inc. Scope of Services for Engineering Services During Construction of the Wastewater Treatment Plant Outfall Relocation Project and Level of Effort (LOE) document

Attachment #2: Pilot Rock Excavation Bid Submittal for Construction of the Wastewater Treatment Plant Outfall Relocation Project

Attachment #3: DEQ's Plan Approval for Outfall Relocation

ATTACHMENT 1

Exhibit A

City of Ashland - Wastewater Treatment Plant Outfall Relocation Design and Construction Services

Phase 3 Construction Services

Scope of Work and Estimated Fee

Introduction

The City of Ashland, Oregon (City) outlined the components of the Wastewater Treatment Plant (WWTP) Outfall Relocation Design (Project # 2013-21-D) in a public Request for Qualifications Based Proposals that closed on October 12, 2017. The project components described in that document were broken into the following project phases:

- Phase 1A Preliminary Engineering
- Phase 1B Easements, Permitting, and Public Outreach
- Phase 2 Final Engineering and Bidding Services
- Phase 3 Construction Services

Following evaluation of three qualifications-based proposals, the City selected CH2M Hill Engineers, Inc. (now a wholly owned subsidiary of Jacobs Engineering) on October 26, 2017 to perform the Wastewater Treatment Plant Outfall Relocation Design (Project # 2013-21-D). Phases 1A and 1B of the project were completed with the issuance of a Basis of Design report in December 2018 and the issuance of permits to construct the project. Phase 2 Final Engineering and Bidding Services is nearing completion with the receipt of bids April 26, 2022. The design includes approximately 2,000 feet of 36-inch PVC and 30-inch HDPE pipeline, outfall structure on Bear Creek, a flow diversion structure in the WWTP, excavation, grading, and an intake structure on Ashland Creek allowing diversion of water into Ashland Pond. The City wishes to move forward with Phase 3 of this project to support construction.

Jacobs shall provide Services During Construction (SDC) as defined below. These SDC are intended to assist the City to administer the contract for construction, monitor the performance of the construction contractor, verify that the contractor's work is in substantial compliance with the Contract Documents, and assist the City in responding to events that occur during the construction. These SDC are based upon the understanding that the City will contract directly with the General Contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction.

Scope of Work

Our approach to completing Phase 3 of the project is organized into seven main tasks, which are further subdivided into several subtasks. The tasks and subtasks include:

Task 1 Project Management

- Task 1.1 Progress Meetings and Updates
- Task 1.2 Project Work Plan
- Task 1.3 Monthly Narrative Report and Invoice

Task 2 Engineering Services During Construction

- Task 2.1 Document Management System and Procedures
- Task 2.2 Site Coordination
- Task 2.3 Construction Contract Administration
- Task 2.4 Contract Changes
- Task 2.5 Project Controls
- Task 2.6 Claims and Disputes
- Task 2.7 Interpretation of Contract Documents (RFIs)
- Task 2.8 Submittals/Shop Drawing Reviews
- Task 2.9 Proposed Substitutions
- Task 2.10 Design Team Site Visits
- Task 2.11 Testing, Inspection and Survey Services

Task 3 Public Outreach Support

- Task 3.1 Public Outreach Support

Task 4 Construction Management / Field Services

- Task 4.1 Resident Project Representative
- Task 4.2 Resident Project Representative (Owner-Held Contingency)

Task 5 Operations and Maintenance Manual and Startup Support

- Task 5.1 O&M Manual
- Task 5.2 Startup Support and Training

Task 6 Post Construction, Construction Closeout and Documentation

- Task 6.1 Construction Document Closeout
- Task 6.2 Substantial and Final Completion
- Task 6.3 Warranty Period Services
- Task 6.4 Record Drawings
- Task 6.5 Oregon Clean Water SRF Documentation

Task 7 Safety

Task 7.1 Health, Safety and Environment Plan

Task 8 Environmental Compliance Monitoring – Quality Verification

Task 8.1 Environmental Compliance Plan Review

Task 8.2 Pre-Construction Coordination

Task 8.3 ECM QV Commitment Tracking Spreadsheet Review/Status/Updates

Task 8.4 ECM QV Oversight of Reporting and Close-out

The work included under each subtask is detailed further in the following sections.

General Assumptions

The level of effort and cost are based on the following general assumptions.

- Prolog software will be used as the means of project construction documentation including submittals, RFI's, pay requests, and change orders.
- Where deliverable documents are identified, unless noted otherwise, five (5) hard copies of the deliverable will be provided in addition to electronic version in .PDF and original .DOC format.
- The project will be constructed under one general contract with a unit price approach.
- Submittals will be provided via an electronic document management system (e.g. Prolog). Materials samples and O&M submittals are the only physical submittals anticipated.
- Engineer's services during construction are based upon the schedule or duration of construction as follows
 - Contractor Notice to Proceed on June 3, 2022
 - Substantial Completion on or before September 6, 2023 (460 calendar days)
 - Final Completion on or before October 6, 2023 (490 calendar days) (approximately 17 months duration)
- Engineer will not be responsible for the means, methods, techniques, sequences, or procedures of the Contractor, nor will Engineer be responsible for the Contractor's failure to perform in accordance with the Contract Documents.
- As required by Oregon Department of Environmental Quality (DEQ), Jacobs will arrange for Professional Engineer to submit to the DEQ a statement certifying that the project has been constructed in compliance with the approved plans and specifications.
- As-Built Drawings will be prepared in MicroStation (to be converted to AutoCAD) and will be presented as half-size (11"x17") sheets.

Additional assumptions are noted under individual subtasks.

City Provided Information and Services

The level of effort and cost are based on the following general assumptions for City-provided information and services.

- City will make its facilities accessible to Jacobs as required for Jacob's performance of its services and will provide labor and safety equipment as required by Jacobs for such access.
- City will provide specifications and operations and maintenance data for existing facilities to be affected by planned improvements
- City will provide locations of known utilities and utility easements in project area
- City staff will actively participate in public involvement and agency consultation meetings
- City will provide timely responses to requests for information and review comments
- The City will obtain access agreements for construction activities where required.

Task 1 Project Management – SDC Phase

1.1 Progress Meetings and Updates

Engineer's project manager shall meet with City's project manager once a week throughout the construction phases of the project to review project progress and discuss upcoming work activities. Engineer project manager may also participate in weekly Contractor coordination meetings.

Assumptions: Task budget is based on 4 hours per week for progress meeting preparation, progress meeting time, consolidation and distribution of progress meeting notes and as needed participation in weekly Contractor coordination meeting.

1.2 Project Work Plan

Engineer shall prepare a general work plan that defines Engineer's delivery approach, staffing, responsibilities, and project deliverables.

The following subtasks are provided under this task:

- Update and maintain a work plan to include organization, roles, responsibilities, schedule, budget, and staff plan for execution of services during construction or the Project.
- Work with Engineer's Project Representative to develop a Construction Management Manual and Construction Quality Assurance Plan.

1.3 Prepare and Submit Monthly Narrative Report and Invoice

Engineer shall submit a monthly invoice with a report regarding progress of construction.

Task 1 Deliverables: Monthly progress meeting notes, invoice summary reports, invoices, and project work plan.

Task 2 Engineering Services During Construction

Engineer shall provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, responding to design and technical submittals, and closing out the contract for construction.

2.1 Document Management System and Procedures

Engineer will establish a system and set of procedures for managing, tracking, and storing all relevant documents between the Contractor, Engineer, and City produced during the Construction phase of the project. Engineer will utilize a computer-based document management system selected by the Engineer. Engineer will implement procedures for the logging and tracking of correspondence and documents. Engineer shall, in coordination with the City, maintain electronic and hard copy records, suitably organized, of relevant documentation.

Engineer shall assist the City in monitoring all outstanding decisions, approvals or responses required from the City.

Task 2.1 Deliverables: Document management instructions.

2.2 Site Coordination

2.2.1 Preconstruction Meeting

Engineer's construction manager and project manager will attend one on-site preconstruction meeting with the Contractor and City at the Project site prior to the commencement of construction.

2.2.2 Mobilize On-Site Staff

Engineer shall mobilize staff on-site for the duration of the construction to provide site coordination, contract administration and monitor the performance of the contractor. Engineer on-site staff shall mobilize in the field offices to be provided by the Contractor.

2.2.3 Project Site Meetings

Engineer's construction manager shall conduct weekly construction coordination meeting with the contractor and prepare and distribute minutes of these meetings.

2.2.4 Site Communications

Engineer shall issue other communications during construction as provided in the Contract Documents.

Task 2.2 Deliverables: Preconstruction meeting agenda and notes; weekly construction meeting agenda and notes.

2.3 Construction Contract Administration

2.3.1 Permits, Bonds and Insurance

Engineer shall verify that the required permits, bonds and insurance have been obtained and submitted by the contractor. This work will be performed primarily under Task 4. An allowance for support from office staff has been included.

2.3.2 Correspondence and Communication

Engineer shall coordinate all written communication among the contractor, Engineer and City during the construction phase. Engineer shall prepare written communication to the contractor

and provide recommendations to the City for written communication between the City and contractor.

Assumptions: Required information will be stored in Prolog with distribution through Outlook.

2.3.3 Payments to Contractor

Engineer shall receive and review the contractor's monthly requests for payment. Engineer shall determine whether the amount requested reflects the progress of the contractor's work and is in accordance with the contract for construction.

Engineer shall provide recommendations to the City as to the acceptability of the requests. Engineer shall advise the City as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. Engineer's knowledge, information, and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Engineer to ascertain that the contractor has completed the work in exact accordance with the contract for construction; that Engineer has made an examination to ascertain how or for what purpose the contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the City free and clear of liens, claims, security interests or encumbrances.

This work will be performed primarily under Task 4. An allowance for support from office staff has been included.

Task 2.3 Deliverables: Payment recommendation, written communication to contractor.

2.4 Contract Changes

Engineer will assist the City with the issuance of changes to the contract for construction.

Assumptions: The level of effort is an allowance of 80 hours for this subtask.

2.4.1 Defective Work

Engineer shall disapprove or reject work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2.4.2 Minor Variations in Work (Field Order)

Engineer may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2.4.3 Engineer / City Initiated Changes (Work Change Directive)

With input and assistance from the City, Engineer will take the lead in issuing any changes to the contract for construction.

Engineer will receive and review the Contractor's response to the request for change and will obtain such further information to evaluate the basis for the Contractor's proposal. With input

from the City, Engineer will lead the negotiations for the agreed to change and, upon approval by the City, prepare final change order documents for execution by the City and Contractor.

2.4.4 Contractor Requested Changes (Change Order)

Engineer will review Contractor requested changes to the contract for construction. Engineer will make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, lead negotiations of the requested change. Upon agreement and approval, Engineer will prepare final change order documents.

2.4.5 Coordinate Issuances of Changes

Engineer shall assist the City with the issuance of changes to the contract for construction. Engineer shall receive and review the contractor's response to the request for change including cost, construction schedule, duration and completion date and will obtain such further information as is necessary to evaluate the basis for the contractor's proposal. Engineer shall assist the City with negotiations of the proposal and, upon approval by the City, prepare final change order documents for execution by the City and contractor.

Engineer shall review all contractor-related changes to the contract for construction including impact on cost, construction schedule, duration, and completion date. Engineer shall make recommendations to the City regarding the acceptability of the contractor's request, and, upon agreement and approval, Engineer shall prepare change order documents.

2.4.6 Change Order Reports

Engineer will provide reports to the City about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.

Task 2.4 Deliverables: Defective work notices; field orders; work change directives; change order documents; and change order reports.

2.5 Project Controls

2.5.1 Contractor's Schedule Submittal

Engineer shall review the contractor's initial construction schedule and verify that it is consistent with the requirements of the contract for construction. Engineer shall advise contractor of any areas where the schedule is not in compliance with the contract for construction. Engineer shall provide comments to the City to assist with City in approving, accepting, or taking other action on the contractor's schedule, in accordance with the contract for construction. This work will be performed primarily under Task 4. An allowance for support from office staff has not been included.

2.5.2 Contractor's Schedule Updates

Engineer shall review the contractor's periodic schedule updates or other schedule submissions. Engineer shall advise the contractor if the updates or other submissions are not in accordance with the contract for construction. Engineer shall provide comments to the City regarding the updates or other submissions. This work will be performed primarily under Task 4. An allowance for support from office staff has not been included.

2.5.3 Reports During Construction for Compliance Clean Water SRF Program

Engineer shall prepare reports as required by the Clean Water SRF (CWSRF) program during construction for City's review and submission. Engineer shall maintain current the documentation for the reports on the document management system. Clean Water SRF reports include: CWSRF Monthly Inspection Reports (Form DC-2) and CWSRF Change Order Summary (Form DC-5). Receipt of contractor's documentation by the Engineer shall be a requirement of recommendation of approval of contractor's pay request.

Jacobs will draft the Draft and Final Performance Evaluation Standards and 50% and 90% construction completion in accordance with the DEQ Design-Bid-Build Manual for the Clean Water State Revolving Fund

It is understood that the City will be responsible for or contract with a third-party to complete the following: DBE Utilization Reports, CWSRF Disbursement Requests, and American Iron and Steel Certification Forms.

Assumptions:

- CWSRF Monthly Report is limited to providing responses for items 1.a, 1.b, 2.a, 2.b, 3, 5.b and 6 on Form DC-2.
- Draft and Final Performance Evaluation Standards will conform to the DEQ State Revolving Fund Design-Bid-Build Manual (January 2022) requirements and Condition 9 listed in the DEQ PLAN APPROVAL Letter dated March 1, 2022.

Task 2.5 Deliverables: DEQ CWSRF reports, Draft and Final Performance Evaluation Standards.

2.6 Claims and Disputes

Engineer shall receive, log, and notify the City about all letters and notices from the contractor concerning claims or disputes between the contractor and City pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. Engineer shall review all such letters and notices and will discuss them with the contractor as necessary to understand each such claim or dispute.

Engineer shall advise the City regarding the contractor's compliance with the contract requirements for such claims and disputes. Engineer will assist the City in discussions with the contractor to resolve claims and disputes.

Engineer will not issue decisions on Contractor claims or disputes. Engineer shall issue recommendations to the City on contractor claims or disputes. Engineer will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

Assumptions: The level of effort includes an allowance of 24 hours for this subtask.

Task 2.6 Deliverables: Written documentation related to claims and disputes.

2.7 Interpretation of Contract Documents (RFIs)

Engineer shall issue written clarifications or interpretations of the requirements of the Contract Documents as necessary. Per common construction language, these are called "Requests for

Information (RFIs)". Engineer will coordinate such review with City. Engineer will log and track the Contractor's requests.

Assumptions: Up to 30 RFIs will be answered by the RPR, and up to 30 RFIs answered by Office Staff.

Task 2.7 Deliverables: RFI log will be located in construction the document management system, RFI review comments documented in the construction document management system.

2.8 Submittals/Shop Drawing Reviews

Engineer shall obtain from the contractor a proposed shop drawing and submittal schedule, which will identify all shop drawings, samples and submittals required by the contract for construction with the anticipated dates for submission. The contractor shall submit all submittals and shop drawings to Engineer via the construction document management system.

Engineer shall review and approve shop drawings and samples required by the Contract Documents. Engineer shall log and track all shop drawings, samples and submittals. Engineer's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Assumptions: 280 original submittals and 50% resubmittals will be reviewed.

Task 2.8 Deliverables: Submittal log located in construction document management system, submittal review comments documented in construction document management system.

2.9 Proposed Substitutions

Engineer shall assist the City in reviewing and responding to the contractor's request for substitution of materials and equipment. Engineer shall review such requests and advise the City as to the acceptability of such substitutions.

Assumptions: The level of effort is an allowance of 40 hours for this subtask.

Task 2.9 Deliverables: Documentation of reviews and recommendations for substitution.

2.10 Design Team Visits

Engineer shall coordinate visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Contractor or the City. Engineer will typically provide City 48-hour notice of design team member visit.

Assumptions: An allowance for a total of 10 general site visits has been included. Assume 5 site visits for civil, and one site visit for mechanical and 4 site visits for the PM to perform construction observation.

Task 2.10 Deliverables: Trip Report for each site visit completed.

2.11 Testing, Inspection and Survey Services

The City will employ or cause the contractor to employ independent firms for material testing, survey services and the Engineer shall complete geotechnical and structural observation services listed below.

Engineer will assist in coordinating City provided testing, inspection and survey services. Engineer will review the reports and other information prepared by the independent firms that are provided to the City. Engineer will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the Contractor and the City. Engineer will not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection, and survey firms.

Factory and Off-Site Tests and Inspections: None.

Geotechnical Observation of Specialty Work: Up to 3 continuous days for pile installation at the Bear Creek Outfall Structure to determine the required socket depth in the field.

Structural Special Inspection: Engineer structural Engineer of Record will make project visits at key points of construction for the Bear Creek Outfall Structure, Flow Diversion Structure and Ashland Pond Intake Structure, and document findings and any defects observed for corrective action. Up to 10 trips will be made to make a pre-concrete-placement observation of the excavation and reinforcing bar, for the first concrete placement, for the exterior walls of the structures, and for final completion of each structure.

2.12 Inadvertent Discovery Archeological Services

The City will employ an independent firm for primary management of inadvertent discovery events. Jacobs will provide an archeologist as a backup in case the City's contracted archeologist is unavailable. The scope of these services is limited to making a site visit, securing the area of the site in question (approximately 50-foot by 50-foot area with stakes and caution tape), an initial determination, and preliminary documentation. Fulfilling any regulatory requirements for a determination beyond negative is not included in this scope.

Assumptions: This task is an allowance for up to 3 trips to the site for a total of 72 hours.

Task 2.12 Deliverables: Trip Report.

Task 3 Public Outreach Support

3.1 Descriptions/Objectives

This task will provide limited support to the City for communicating project information to public during construction of the Project. Specific activities are to be authorized in advance as tasks by the City.

Assumptions:

- This task is an allowance of 56 hours.
- The City will be leading all public outreach and the Engineer is only providing office support
- Attendance at public meetings is considered Additional Services.

Task 3.1 Deliverables: Drawings and other design materials, such as posters and PowerPoint presentations that may be requested, to the limits of the task budget.

Task 4 Construction Management/Field Services

Engineer shall provide one on-site part-time Resident Project Representative three days per week for duration of project. These construction contract management services are based upon the responsibilities, authority and limitations of authority set forth in the Contract Documents for the Resident Project Representative and are further described and limited as follows:

Review of Work: When the Resident Project Representative is on site, they will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. Engineer's Resident Project Representative will prepare written reports, diaries, or other records of their observations. Engineer's Resident Project Representative will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the Owner. Engineer's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. Engineer does not guarantee the performance of the Contractor. Engineer's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and Engineer shall not assume liability in any respect for the construction of the project. Engineer shall, with the assistance of the Owner, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.

Responsibilities and Authority of Resident Project Representative

The Resident Project Representative (RPR) is expected to follow the responsibilities and exercise authority as designated by the Contract Documents.

- Schedules: Review and monitor Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by contractor and consult with Engineer concerning acceptability.
- Conferences and Meetings: Conduct or attend meetings with contractor, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.
- Liaison: (i) Serve as Engineer's liaison with contractor, working principally through Contractor's authorized representative, and assist in understanding the intent of the Contract Documents; (ii) assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations; (iii) assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- Interpretation of Contract Documents: Inform Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor technical clarifications and interpretations as issued by Engineer, or non-technical clarifications and interpretations of the Contract Documents issued by Owner.
- Submittals: Receive submittals that are furnished in the construction document management system by Contractor and notify Engineer of availability for examination. Advise Engineer and Contractor of the commencement of any Work or arrival of materials and equipment at Site, when recognized, requiring a

Shop Drawing or Sample if the submittal has not been approved by Engineer.

- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and provide recommendations to Engineer; transmit to Contractor, in writing decisions as issued by Engineer.
- Review of Work and Rejection of Defective Work based on assumption of RPR being on-site three days per week: (i) Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents; (ii) inform Engineer and Contractor whenever RPR believes that any Work is defective; (iii) advise Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor to ensure that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (v) observe, record and report to Engineer appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.
- Inspections, Tests, and System Startups: Contractor will employ independent firms for the material testing, specialty inspection, survey, or other services related to verifying the Contractor's work. Engineer will work with the Contractor to coordinate these independent services as needed and necessary to help facilitate the overall construction process. Engineer will (i) Verify tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (ii) observe, record, and report to Engineer appropriate details relative to the test procedures and system startups; and (iii) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer. Engineer will review the reports and other information prepared by the independent firms. Engineer will assist in coordinating their schedules and the transmittal of their reports, findings, or other information to the Contractor. Engineer shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection, and survey firms.
- Records: (i) Maintain at the Site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, Engineer's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a record of pertinent Site conditions, activities, decisions and events.
- Reports: (i) Furnish Engineer periodic reports of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals; (ii) consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, and obtain backup material from Contractor as appropriate.
- Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

- Certificates, Operation and Maintenance Manuals: During the course of the Work, verify materials and equipment certificates and operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and ensure these documents have been delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- Substantial Completion: (i) Conduct an inspection in the company of Engineer, Owner, and contractor and prepare a list of items to be completed or corrected; (ii) submit to Engineer a list of observed items requiring completion or correction.
- Final Completion: (i) Conduct final inspection in the company of Engineer, Owner, and contractor; and (ii) notify Contractor and Engineer in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by Owner and make recommendations to Engineer concerning acceptance.

Limitations of Authority

Resident Project Representative will not:

- Have authority to authorize a deviation from Contract Documents or substitution of materials or equipment, unless authorized by Owner; or
- Exceed the limitations of Engineer's authority as set forth in Contract Documents; or
- Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's authorized representative; or
- Advise on, issue directions relative to, or assume control over an aspect of the means, methods, techniques, sequences, or procedures of contractor's work unless such advice or directions are specifically required by the Contract Documents; or
- Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor; or
- Participate in specialized field or laboratory tests or inspections conducted offsite by others, except as specifically authorized by City; or
- Accept Shop Drawings or Samples from anyone other than contractor; or
- Authorize Owner to occupy the Project in whole or in part; or
- Take an action that would affect Owner's obligations related to scope or schedule of the Work.

4.1 Resident Project Representative

Assumptions:

- The RPR will be on-site 3 consecutive days per week for up to 142 working days, when the Contractor or their sub-contractors are performing active construction.
- The RPR will not be on-site (i) 2 days per week during active construction and (ii) for periods of time when the site is temporarily stabilized, and no active construction is in progress.

4.2 Resident Project Representative (Owner-Held Contingency)

Assumptions:

- The City will authorize use of budget for this task in writing or by email if the contractor exceeds 330 calendar days for Final Completion or if there are circumstances, mutually agreed upon by the City and Engineer, that require greater than 3 days per week of on-site presence, up to the contracted amounts.
- The RPR will be on-site 3 consecutive days per week for up to 68 working days, when the Contractor or their sub-contractors are performing active construction.
- The RPR will not be on-site (i) 2 days per week during active construction and (ii) for periods of time when the site is temporarily stabilized, and no active construction is in progress.

Task 5 O&M Manual and Startup Support

5.1 Operations and Maintenance Manual

Engineer shall develop modifications to the WWTP Operations and Maintenance manual describing the operation and maintenance of facilities and systems constructed and modified by this Project. The manual will explain the various primary modes of operation that may be used, including both normal operation and initial emergency operation procedures. Where appropriate, reference will be made to the manufacturer's detailed O&M submittals.

The manual will be suitable for use as an operational tool and to facilitate operator training.

Draft modifications to the Manual that describes the operation and maintenance of the new facilities will be prepared and submitted to the City review prior to the 50% point of construction completion. Engineer shall then incorporate City review comments into a final updated O&M Manual to be delivered with Final Completion.

Task 5.1 Deliverables: Electronic copies of modifications to the WWTP O&M Manual will be prepared for City's use. Draft and final copies in MS WORD and PDF format.

5.2 Startup Support and Training

Engineer will provide engineering and operations and maintenance support during startup.

Engineer will ensure that the new systems are operating as they were designed. This assistance includes:

- Prepare a Plan of Operation to identify specific actions and related completion dates for startup and operation of new facilities.
- Review Contractor's startup plan.
- Provide training material for the new and modified facilities. These materials shall cover both the basic operational concept and actual operation of the systems and components under both normal and abnormal operations that are likely to occur.

Task 5.2 Deliverables: Plan of Operation, Training PowerPoint slides.

Task 6 Post Construction, Construction Closeout and Documentation

6.1 Construction Document Closeout

Engineer shall finalize documentation and project notebooks associated with Engineer support during the construction phase, providing any critical information and documentation to the City, and archiving critical backup files and documents.

Engineer shall provide to the City an organized set of electronic project documents and records exported from Prolog. An export of the Prolog data will be provided on a portable external hard disk drive or USB flash drive.

Engineer shall coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. Engineer will advise the City as to the acceptability and compliance of these documents with the contract for construction.

6.2 Substantial and Final Completion

Engineer shall assist the City in issuing Contractor notification for substantial and final completion and final acceptance of the work. Engineer will advise the City on payment, and partial release of retention, final payment, release of retention, and release of insurance and bonds.

Assumptions:

- Substantial Completion site visit will be attended by up to 2 office staff and the CM.
- Final Completion site visit will be attended by up to 2 office staff and the CM.

6.3 Warranty Period Services

Engineer shall coordinate with the contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the Contract Documents. Engineer shall advise the City as to the acceptability and compliance of these documents with the Contract Documents.

Engineer will provide the following warranty performance review services during the one-year warranty period to assist the Owner in coordinating corrections of deficient equipment or construction:

Participate in an end-of-warranty period inspection one month prior to completion of the warranty period for the construction contract and provide a letter identifying any deficiencies found and recommended actions.

An allowance is provided for up to 2 site visits with up to 2 Jacobs staff for a total of 48 hours as requested by Owner during the warranty period to monitor contract deficiencies in workmanship, materials or equipment and prepare correspondence informing the Contractor of such deficiencies and observing correction of deficiencies.

Task 6.3 Deliverables: Letter identifying deficiencies, and acceptance of corrective work.

6.4 Record Drawings

Engineer will update 2-dimensional record drawings on the basis of information furnished by the contractor and field staff. Following substantial completion, these updates will be checked by Engineer field staff against all RFI's and any changes to design. Field staff shall inspect the contractor redlines monthly, prior to approving contractor pay request.

No formal updates to specifications will be prepared or performed as part of this work. The field staff is anticipated to keep an updated set of specifications in the field office noting changes authorized by the Contract.

Task 6.4 Deliverables: 1 electronic copy of half and full-size drawings in PDF and AutoCad formats; 3 hard copies of half-size drawings on bond paper.

6.5 Oregon Clean Water SRF Documentation

Engineer shall assemble project documentation and furnish to City to support CWSRF Loan closeout. This work is expected to include the Loan Construction Certification Form (AC1), Performance Evaluation Report one year after construction and Certification (AC2).

Assumptions: Performance Evaluation Report will conform to the DEQ State Revolving Fund Design-Bid-Build Manual (January 2022) requirements listed in Section 5.2 which consist of a summary of the results of the specified warranty inspection.

Task 6.5 Deliverables: CWSRF Loan Construction Certification Form and the Performance Evaluation Report.

Task 7 Safety

Engineer shall manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable State and Federal health and safety laws and regulations. Engineer will prepare a Health Safety and Environment (HS&E) Plan covering its staff activities. It is assumed that confined space entry is not required by Engineer employees.

Engineer shall coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Engineer shall coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Engineer staff, or staff of Engineer subcontractors, to unsafe conditions.

Engineer shall notify affected personnel of any site conditions posing an imminent danger to them which Engineer observes.

Engineer is not responsible for health or safety precautions of construction workers. Engineer is not responsible for the contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Task 8 Environmental Compliance Monitoring – Quality Verification

The Environmental Compliance Monitoring – Quality Verification (ECM QV) services are intended to assist Client as ECM QV to monitor the environmental compliance performance of the construction Contractor, verify that the Contractor’s work is in compliance with the permit commitments, and assist Client in responding to permit compliance events that occur during construction.

ECM QV Services shall be for general conformance with the permit commitments and general compliance with the requirements of the contract for construction. Such reviews shall not relieve the Contractor from its responsibility for compliance in accordance with the permit commitments and contract requirements, nor is such review a guarantee that the submittals are free of errors, inconsistencies, or omissions.

Assumptions

- In the case of any violations of permit conditions, Jacobs is not responsible or liable for any penalties imposed or construction downtime related to stop work orders issued by the regulatory authorities.
- This scope and budget do not include work to revise or amend any permits or approvals or additional contact and negotiations with Agencies.
- Construction is assumed to occur over one season, with in-water work occurring from June 15, 2022 through September 30, 2022.
- This scope assumes virtual ECM QV onsite monitoring through site photos.
- This task assumes: up to 20 hours to review the ECP, up to 20 hours to participate in pre-construction coordination activities, up to 20 hours to develop the Commitment Tracking Spreadsheet, and up to 16 hours per month for ECM QV Manager oversight of reporting and close-out.
- ECM QV staff will report to Client through Engineer PM and will not direct the contractor or contact regulatory agency personnel.
- If exceedances of state or federal water quality standards occur, Contractor notifications to agencies will be reviewed by Jacobs ECM QV and coordinated with Client prior to contact.
- No mitigation or remediation efforts are accounted for within this scope.

8.1 Environmental Compliance Plan Review

Jacobs’ ECM QV Manager will review the Contractor’s Environmental Compliance Plan (ECP) submittal and other permit required reporting and provide comments along with recommended disposition to the project engineer.

Task 8.1 Deliverables: ECP Review Comments in Prolog.

8.2 Pre-Construction Coordination

This task includes efforts associated with reviewing and synthesizing project permits and approvals and completing overall preparatory actions required to verify Contractor's BMP implementation, on-site monitoring activities and permit required reporting in accordance with regulatory requirements.

- Attend one on-site pre-construction meeting for environmental and constructability reviews. This meeting will review environmental commitments with Client and Contractor staff. Meeting will cover the Contractor's ECP implementation, requirements from agency permits and approvals, applicable water quality requirements, best management practices (BMPs) and methods for compliance, and monitoring schedule and effort.
- Coordinate with the Contractor, and agencies as needed to verify pre-construction notifications are completed.

8.3 ECM QV Commitment Tracking Spreadsheet Review/Status/Updates

This task includes developing and maintaining the QV Commitments Tracking Spreadsheet for the project. The Commitments Tracking Spreadsheet will contain commitments, deliverables, reports, and notifications required by all permits and approvals for the project.

Jacobs will maintain the QV Commitment Tracking Spreadsheet week to week and provide a monthly update to Client to verify continued permit compliance by the Contractor. Also included a list of notification requirements for construction activities with contact information and timing for each required notification.

Task 8.3 Deliverables: ECM QV Commitments Tracking Spreadsheet.

8.4 ECM QV Oversight of Reporting and Close-Out

ECM QV Oversight Reporting includes providing Client with weekly updates and monthly reports on Contractor's provision of agency documentation as stipulated in the project permits and approvals obtained for this action. Verification of close-out reporting to Agencies as required is also included.

Task 8.4 Deliverables:

- Weekly status updates emailed to Client project manager and Jacobs project manager.
- Verification of timely submission of results of water quality sampling.
- Verification of pre- and post-construction notifications to agencies as required. This includes review and verification of the Contractor close out for the project with any reporting or required information from permit and/or regulatory requirements.
- Verification of Turbidity Monitoring Reports per NPDES permit and Biological Opinions, as required by NMFS and USFWS
- Completion of a post-project final QV Commitments Spreadsheet to Client documenting permit commitments met during the project.

Additional Services

The following services shall be considered as Additional Services. No budget has been included for Engineer to support the following:

- Services related to development of the Owner's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of Owner furnished equipment, materials, and supplies, other than those authorized herein.
- Services related procurement or management of third-party contractors.
- Performance of materials testing, specialty testing and surveying services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake, or other acts of God.
- Services related to the Owner's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement, and inspection, other than those authorized herein.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation or alternative dispute resolution of claims.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Services supporting the Owner in public relations activities, other than those authorized herein.
- Development, coordination, or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Services for review and/or preparation of Owner or Contractor proposed changes to the project beyond the budgeted allowance.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Engineer shall perform miscellaneous and supplemental services related to the project as requested by the Owner
- Any other services designated in this scope of services as additional services.

Estimated Budget

Jacobs will perform work on a time and materials basis. The budget for the Phase 3 work is \$996,550. The fee estimate is based on raw labor cost times 3.1 and expenses at cost.

A detailed breakdown of hours, labor costs, expenses, and total cost by subtask is provided in the attached Exhibit B.

Schedule

The scope and budget are based on the following schedule for the Phase 3 work, assuming notice to proceed is issued on or before June 3, 2022:

Contractor NTP issued: June 3, 2022

Final Completion: October 23, 2023

Project Closeout: December 15, 2023

Ashlund WWTP Outfall Relocation Phase 3 Services During Construction	Project Manager Matt Baldwin	CSL Craig Massie	Design Manager Todd Dye	Construction Manager Art Bowcock	SDC Coordinator Teresa Riddle	Document Controls / Prolog Admin Rajesh Bangdiwala	Project Engineer/Lead TBD	ECM QV Manager Adrian Braxton	Archeologist James Mayer	Sr. CAD (incl DDL) Rob Cowan	MISC CAD TBD	Accounting Garrett Bates	Project Assistant/Editor Shireen Dalton	Jacobs Labor Hours	Jacobs Labor Dollars	Expenses	TOTAL LABOR, SUBCONTRACT & EXPENSES
2022 Rate	\$192.56	\$275.00	\$216.18	\$184.82	\$100.55	\$149.04	\$170.50	\$214.34	\$175.42	\$176.22	\$130.00	\$135.08	\$118.86				
1.0 Project Management																	
1.1 Progress Meetings and Updates	272	17												289	\$ 57,053	\$ 500	\$ 57,553
1.2 Project Work Plan	12	1	4	4				4						25	\$ 5,047	\$ 250	\$ 5,297
1.3 Monthly Narrative Report and Invoice	34											17	17	68	\$ 10,864		\$ 10,864
2.0 Engineering Services During Construction																	
2.1 Document Management System and Procedures	20		12		340	108								480	\$ 56,730		\$ 56,730
2.2 Site Coordination	17		17											34	\$ 6,949		\$ 6,949
2.3 Construction Contract Administration	40													40	\$ 7,703		\$ 7,703
2.4 Contract Changes	30		20				40							90	\$ 16,921		\$ 16,921
2.5 Project Controls	42													42	\$ 8,088		\$ 8,088
2.6 Claims and Disputes	24													24	\$ 4,622		\$ 4,622
2.7 Interpretation of Contract Documents (RFIs)							135	20			80			235	\$ 37,704		\$ 37,704
2.8 Submittals/Shop Drawing Reviews							500	20						520	\$ 89,537		\$ 89,537
2.9 Proposed Substitutions***	8		8	8			16							40	\$ 7,477		\$ 7,477
2.10 Design Team Site Visits***							120							120	\$ 20,460	\$ 1,800	\$ 22,260
2.11 Testing, Inspection and Survey Services	40						156							196	\$ 34,301	\$ 2,600	\$ 36,901
2.12 Inadvertent Discovery Archeological Services***									72					72	\$ 12,630	\$ 1,063	\$ 13,693
3.0 Public Outreach Support***	16	8	16				16							56	\$ 11,468	\$ 500	\$ 11,968
4.0 Construction Management / Field Services																	
4.1 Resident Project Representative				1420										1420	\$ 262,451	\$ 31,637	\$ 294,088
4.2 Resident Project Representative (Owner Held Contingency)				680										680	\$ 125,681	\$ 15,340	\$ 141,021
5.0 Operations and Maintenance Manual Support																	
5.1 O&M Manual	8						16				16		4	44	\$ 6,824	\$ 250	\$ 7,074
5.2 Startup Support and Training	16						24							40	\$ 7,173	\$ 500	\$ 7,673
6.0 Post Construction, Construction Closeout and Documentation																	
6.1 Construction Document Closeout	16						16							32	\$ 5,809	\$ 250	\$ 6,059
6.2 Substantial and Final Completion			24				24							48	\$ 9,280	\$ 500	\$ 9,780
6.3 Warranty Period Services***			24				24							48	\$ 9,280	\$ 1,000	\$ 10,280
6.4 Record Drawings			30	24			50			8	50			162	\$ 27,356	\$ 500	\$ 27,856
6.5 Oregon Clean Water SRF Documentation	8		8				8							24	\$ 4,634		\$ 4,634
7.0 Safety																	
7.1 Health, Safety and Environment Plan	8		8											16	\$ 3,270	\$ 500	\$ 3,770
8.0 Environmental Compliance Monitoring – Quality Verification																	
8.1 Environmental Compliance Plan Review							20							20	\$ 4,287		\$ 4,287
8.2 Pre-Construction Coordination							20							20	\$ 4,287	\$ 1,000	\$ 5,287
8.3 ECM QV Commitment Tracking Database Review/Status/Updates							20							20	\$ 4,287		\$ 4,287
8.4 ECM QV Oversight of Reporting and Close-Out							272							272	\$ 58,300		\$ 58,300
Total Hours	611	26	171	2,136	340	108	1,145	376	72	8	146	17	21	5,177	\$ 920,469	\$ 56,690	\$ 977,159

*** Denotes Allowance Task Budget

Labor	\$920,469
Subconsultants	\$0
Expenses	\$56,690
2023 Labor Escalation	\$19,391
Total	\$996,550

ATTACHMENT 2

CITY OF ASHLAND

ASHLAND, OREGON

BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS

for the construction of the

CITY OF ASHLAND WASTEWATER TREATMENT PLANT
OUTFALL RELOCATION

VOLUME 1: SPECIFICATIONS

Project No. 2013-21

JACOBS

Corvallis, Oregon

March 2022

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This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Jacobs and is not to be used in whole or part, for any other project without the written authorization of Jacobs.

Project No. D3527000

Copy No. _____

NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**BID FORM
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: City of Ashland, Oregon

Address: Siskiyou Conference Room
Community Development Building
51 Winburn Way, Ashland, Oregon 97520

Mailing Address: 20 East Main Street, Ashland, Oregon 97520

Project Identification: Project No. 2013-21: Wastewater Treatment Plant
Outfall Relocation

1.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
ONE	4/19/2022

(Bidder shall insert number of each Addendum received.)

3.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

3.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."

3.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder certifies:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of

Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.

4.1.6. Bidder accepts the provisions required by the Davis Bacon Act (40 USC 276a) relating to prevailing wage rates and that Bidder shall make applicable restitution to the Oregon Bureau of Labor and Industries Commissioner in accordance with ORS 279C.825.

4.1.7. Neither Bidder nor their Subcontractors are on the Bureau of Labor and Industries list of persons having violated prevailing wage rate laws.

4.1.8. Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining required subcontracts.

4.1.9. Bidder is not in violation of any tax laws described in ORS 305.385.

4.1.10. Bidder has established a drug-testing program for employees per ORS 279C.505.

4.1.11. In accordance with OAR 137-049-0200, Subcontractors performing work will be registered with the Construction Contractors Board before Subcontractor commences work.

5. BASIS OF BIDS

5.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

5.2. Unit Price Bid Schedule:

5.2.1. Unit prices have been computed in accordance with Paragraph 13.03.C of the General Conditions.

5.2.2. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00
2.	Temporary Flow Control Plan: Sewer Relocation	2	EA	2,000.00	4,000.00
3.	Temporary Flow Control System: Sewer Relocation	2	EA	60,000.00	120,000.00
4.	Temporary Flow Control Plan: Embankment Construction	1	EA	2,000.00	2,000.00
5.	Temporary Flow Control System: Embankment Construction	1	EA	4,500.00	4,500.00
6.	Erosion and Sediment Control	1	LS	13,000.00	13,000.00
7.	Erosion and Sediment Control: Sediment Fence and Straw Wattle	4200	LF	3.50	14,700.00
8.	Erosion and Sediment Control: Inlet Protection	1	EA	150.00	150.00
9.	Erosion and Sediment Control: Dewatering Discharge Sediment Settling Tank	1	EA	8,000.00	8,000.00
10.	Erosion and Sediment Control: Dewatering Discharge Sediment Settling Pond	1	EA	6,000.00	6,000.00
11.	Erosion and Sediment Control: Gravel Construction Entrance	2	EA	1,500.00	3,000.00
12.	Erosion and Sediment Control: Tree Protection Fence	9	EA	1,000.00	9,000.00
13.	Erosion and Sediment Control: Floating Silt Barrier	2	EA	4,000.00	8,000.00
14.	Water Control Plan: Ashland Pond Pump Down	1	EA	2,000.00	2,000.00

WASTEWATER TREATMENT PLANT
OUTFALL RELOCATION

CITY OF ASHLAND

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
15.	Water Control: Ashland Pond Pump Down	1	EA	6,000.00	6,000.00
16.	Water Control Plan: Bear Creek Outfall	1	EA	2,000.00	2,000.00
17.	Water Control System: Bear Creek Outfall	1	EA	5,000.00	5,000.00
18.	Water Control Plan: Ashland Pond Intake	1	EA	2,000.00	2,000.00
19.	Water Control System: Ashland Pond Intake	1	EA	5,000.00	5,000.00
20.	Dewatering	1	LS	10,000.00	10,000.00
21.	Construction Surveying	1	LS	\$15,000.00	\$15,000.00
22.	Chainlink Fence	75	LF	90.00	6750.00
23.	36" PVC Outfall Pipeline, Earthfill Trench Backfill	1100	LF	440.00	484,000.00
24.	36" PVC Outfall Pipeline, in Embankment	220	LF	500.00	110,000.00
25.	36" PVC Outfall Pipeline, Reinforced Concrete Encasement	20	LF	700.00	14,000.00
26.	Embankment: Excavation	1290	CY	35.00	45,150.00
27.	Embankment: Construction	1900	CY	50.00	95,000.00
28.	Embankment: 18" PVC Pipe	52	LF	\$ 100.00	\$5,200.00
29.	Embankment: Permanent ESC Matting	6200	SF	\$ 3.00	\$ 18,600.00
30.	60" Diameter Manhole	9	EA	6,000.00	54,000.00
31.	Settlement Monitoring	1	LS	2,000.00	2,000.00
32.	30" HDPE Outfall Pipeline, CLSM Trench Backfill	300	LF	300.00	90,000.00
33.	30" HDPE Outfall Pipeline, Reinforced Concrete Encasement	130	LF	450.00	58,500.00
34.	30" HDPE Outfall Pipeline, Earthfill Trench Backfill	320	LF	250.00	80,000.00
35.	Air Vent	1	EA	30,000.00	30,000.00
36.	72" Diameter Manhole	1	EA	12,000.00	12,000.00
37.	HDPE Access Ports	4	EA	\$22,000.00	\$88,000.00
38.	Access Port Vent	1	EA	\$12,500.00	\$12,500.00

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
39.	Controlled low strength material (CLSM) trench backfill	80	LF	\$ 150.00	\$ 12,000.00
40.	Effluent Diversion Structure	1	LS	150,000.00	150,000.00
41.	12" HDPE Sewer Relocation	710	LF	125.00	88,750.00
42.	48" Diameter Manholes	5	EA	\$ 4,500.00	\$22,500.00
43.	Foundation Stabilization Rock	25	CY	55.00	1,375.00
44.	Bear Creek Outfall: Structure	1	LS	175,000.00	175,000.00
45.	Bear Creek Outfall: Riprap Stabilization	780	SF	20.00	15,600.00
46.	Ashland Pond Emergency Spillway: Excavation and Grading	240	CY	160.00	38,400.00
47.	Ashland Pond Emergency Spillway: turfstone pavers	770	SF	26.00	20,020.00
48.	Ashland Pond Emergency Spillway: Turf Reinforcement Matting	470	SF	20.00	9,400.00
49.	Ashland Pond: Drain Piping 12" PVC Pipe	15	LF	60.00	900.00
50.	Ashland Pond: Drain Piping 30" PVC	20	LF	400.00	8,000.00
51.	Ashland Pond: Berm Fill	25	CY	50.00	1,250.00
52.	Ashland Pond: Intake Structure	1	LS	40,000.00	40,000.00
53.	Ashland Pond Intake: 18" PVC Pipe	35	LF	35.00	1,225.00
54.	Ashland Pond Intake: Outfall	1	LS	6,500.00	6,500.00
55.	Ashland Pond Intake: Riverbank Stabilization	1	LS	8,000.00	8,000.00
56.	Rock Excavation	630	CY	250.00	157,500.00
57.	Cleaning, Flushing, and Testing for Pipes and Structures.	1	LS	30,000.00	30,000.00
58.	Bear Creek Excavation: Driveway preparation, maintenance, and restoration	1	LS	7,500.00	7,500.00
59.	Bear Creek Excavation: Access Road preparation, maintenance, and restoration	1	LS	6,500.00	6,500.00

WASTEWATER TREATMENT PLANT
OUTFALL RELOCATION

CITY OF ASHLAND

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
60.	Bear Creek Excavation: Stripping and stockpiling	6870	SF	0.75	5,152.50
61.	Bear Creek Excavation: Excavation	209	CY	35.00	7,315.00
62.	Bear Creek Excavation: Site Restoration	6870	SF	0.75	5,152.50
63.	Bear Creek Excavation: Fence Extension and Restoration	30	LF	100.00	3,000.00
64.	Bear Creek Riparian Zone Restoration	500	SF	20.00	10,000.00
65.	Soil Preparation	2.5	AC	11,000.00	27,500.00
66.	Hydro-Seed	2.5	AC	8,000.00	20,000.00
67.	Pathway Surfacing	9450	SF	1.10	10,395.00
68.	Asphalt Pavement	120	SF	10.00	1,200.00
69.	Demobilization	1	LS	1.00	1.00
Total of Extended Bid Unit Prices					\$2,555,186.00

5.3. Bid Summary:

5.3.1. Total Extended Unit Bid Prices: \$ 2,555,186.00

6. TIME OF COMPLETION

6.1. Bidder agrees the Work will be substantially complete within 460 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 490 calendar days after the date when the Contract Times commence to run.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. The following documents are submitted with and made a condition of this Bid:

7.1.1. Required Bid security in the form of Bid bond.

- 7.1.2. Certificate of Bidder Regarding Equal Opportunity.
- 7.1.3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- 7.1.4. Contractor's License No.: 157139
- 7.1.5. Subcontractor Disclosure Form (required within two hours of Bid closing).
- 7.1.6. Noncollusion Affidavit.
- 7.1.7. City of Ashland Bidder Responsibility Form

8. DEFINED TERMS

8.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9. BID SUBMITTAL

9.1. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By (signature): _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

WASTEWATER TREATMENT PLANT
OUTFALL RELOCATION

CITY OF ASHLAND

BIDDER

Pilot Rock Excavation, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Algun Zuck, president
Signature and Title

Attest: [Signature] WITNESS
Signature and Title

SURETY

Hudson Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Witness

Note: Above addresses are to be used for giving required notice.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kristine Yates

of the State of of the state of Oregon

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 23rd day of August, 2021 at New York, New York.



Dina Daskalakis

Attest.....

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

Michael P. Cifone

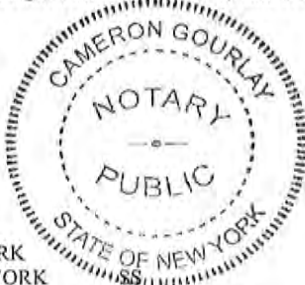
By.....

Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 23rd day of August, 2021 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 20th day of April, 2022



Dina Daskalakis

By.....

Dina Daskalakis, Corporate Secretary

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

CWSRF LOAN FORMS TO BE SUBMITTED
WITH BID



State of Oregon Department of Environmental Quality Sworn Statement of Compliance

Contact: Regional Project Officer

Sworn Statement of Compliance with Small, Women and Minority Business Utilization Requirements

To be eligible for award of this contract, each bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to SBE/WBE/MBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following affirmative steps in awarding subcontracts:

- (1) Include qualified small, minority and women's businesses on solicitation lists
- (2) Insure that small, minority and women's businesses are solicited whenever they are potential sources
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women's businesses
- (4) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce as appropriate.

Contract # 2013-21

Contract Title: City of Ashland Wastewater Treatment Plant

Name of Company: Pilot Rock Excavation, Inc

Signature of Authorized Official *Alyson Fowler*
Name and Title of Signer Alyson Fowler, President

Date 4/26/22

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



State of Oregon Department of Environmental Quality
Prevailing Wage Agreement

Contact: Regional Project Office

The loan recipient, prime contractor and subcontractors all must initial and sign this form.

- The prime contractor copy must be submitted as part of the bid/proposal to the loan recipient.
- A copy of this form signed by the loan recipient and the prime contractor must be submitted with the contract copy to DEQ.
- The prime contractor must obtain a signed copy of this form from each subcontractor and retain them in the prime contractor's contract file.

The undersigned understands that this public works project is funded in whole or in part by the Clean Water State Revolving Fund and is subject to the prevailing wage requirements of Oregon's Bureau of Labor and Industry and the requirements of the Davis-Bacon Act.

AE The undersigned agrees that, notwithstanding any other provision of law, all laborers and mechanics employed on the project must be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the United States Secretary of Labor, or the Commissioner of the Oregon Bureau of Labor and Industries, whichever is higher, per ORS 279C.838; OAR 839-025-0035(2).

When a public works project is subject to both the state and federal prevailing wage rate laws, contractors and subcontractors must pay the higher of either the state or federal prevailing wage rates for the type of work being performed, per ORS 279C.838; OAR 839-025-0035(2).

Davis Bacon (federal law)

AE Davis-Bacon applies to all treatment works construction projects for the entirety of the construction activities financed by a CWSRF loan through the completion of construction, no matter when construction commences.

AE The Loan Agreement includes specific Davis-Bacon terms and conditions contract language that must be passed through to the prime contractor and all subcontractors in their contracts over \$2,000.

AE The Secretary of Labor's determination, regarding the prevailing wages applicable in the state of Oregon, are located at: <http://www.wdol.gov/> While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation.

If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

AE The loan recipient or the prime contractor on behalf of the loan recipient maintains on-going wage information as a requirement of the CWSRF funding of a project subject to Davis-Bacon. The CWSRF program suggests using the wage matrix tool at this link <http://www.deq.state.or.us/wq/loans/constructionForms.htm> and instructions for the wage matrix at this link <http://www.deq.state.or.us/wq/loans/docs/WageMatrixInst.pdf>

AE The loan recipient conducts wage interviews with a representative group of workers during the project construction at 30 percent, 60 percent and 90 percent project completion. The loan recipient must conduct additional interviews if there is any reason to suspect a contractor or their subcontractor is at risk for violating wage requirements. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The loan recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews.

Oregon Bureau of Labor and Industry (state law)

AE Bureau of Labor and Industry prevailing wage rates apply to projects over \$50,000. Oregon prevailing wage rate regulations require every contractor or subcontractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the commissioner, in which the workers are employed. OAR 839-025-0035.

AE The wage rates identified by the Commissioner of the Oregon Bureau of Labor and Industry are located at http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

AE The prevailing wage rates in effect at the time the bid specifications are first advertised are the Oregon wage rates that apply for the duration of the project. Prevailing wages obtained through the Bureau of Labor and Industry websites must be included in the bid solicitation and incorporated in all contracts resulting from the procurements.

AE All contractors and subcontractors shall file, with the Construction Contractors Board, a \$30,000 public works bond with a corporate surety authorized to do business in this state. ORS 279C.836 The bond must provide that the contractor or subcontractor will pay claims ordered by Bureau of Labor and Industry to workers performing labor upon public works projects. It must be filed before starting work on a contract or subcontract for the project.

Payroll/Certified Statement (form WH-38)

Form WH-38 may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate Law. This form has not been officially approved by the United States Department of Labor, however it is designed to meet the requirements of the federal Davis-Bacon Act as well. [Prevailing Wage Rate Forms](#).

Allyson Finley
Signature

4/26/22
Date

President

Title

Pilot Rock Excavation, Inc

Company

Alternative formats

Documents can be provided upon request in an alternate format for individuals with disabilities or in a language other than English for people with limited English skills. To request a document in another format or language, call DEQ in Portland at 503-229-5696, or toll-free in Oregon at 1-800-452-4011, ext. 5696; or email deqinfo@deq.state.or.us



State of Oregon Department of Environmental Quality
**List of Contacted Disadvantaged
Business Enterprises**
Contact: Regional Project Officer

Name of Business	Certification #	Contact Person	Phone Number	Date of Contact	Reason for Non-participation
GAGE IT CONST, LLC	2463	BRINJ	541 779-7007	4-21-22	TSID PROJECT.

Alternative formats

Documents can be provided upon request in an alternate format for individuals with disabilities or in a language other than English for people with limited English skills. To request a document in another format or language, call DEQ in Portland at 503-229-5696, or toll-free in Oregon at 1-800-452-4011, ext. 5696; or email deqinfo@deq.state.or.us.



State of Oregon Department of Environmental Quality
**Certificate of Independent Price
Determination**

Contact: Regional Project Officer

The prime contractor must:

- Sign and submit this form as part of the bid/proposal to the loan recipient
- Include a signed copy in their contract
- Retain a signed copy of this form from each subcontractor

Bidder's Name: Pilot Rock Excavation, Inc

Address: 356 Bateman Dr, Central Point, OR 97502

- a. The bid offeror certifies that:
1. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to:
 - i. Those prices
 - ii. Intention to submit an offer
 - iii. Methods or factors used to calculate the prices offered
 2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law
 3. No attempt has been or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory:
1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above;
 3. As an authorized agent, certifies that the principals named below have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

4. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
5. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization:

Full Name of Person(s) in the Offeror's Organization	Title	Date
Jeff Fowler	Vice President	4/26/2022
Mike Ussary	Estimator	4/26/2022

Signature of Prime Contractor Allyson Fowler

Signature of Subcontractor _____

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



State of Oregon Department of Environmental Quality

Good Faith Efforts, Contract Administration and Contract Language

Regional Project Officer

This form must be completed by the loan recipient, prime contractor and any subcontractor who will further subcontract on the Clean Water State Revolving Fund project within the scope of the loan. All sections in this attachment must be initialed on the line provided and the form signed.

- One completed attachment for the prime contractor must be submitted as part of the bid/proposal to the loan recipient.
- One completed attachment for each subcontractor who will further subcontract must be submitted before the contract award.
- A copy of those must be included in the contract copy to DEQ, along with one attachment initialed and signed by the loan recipient.

AE DBE certification

All Minority Business Enterprises and Woman Business Enterprises must be certified by Oregon's Office of Minority, Women and Emerging Small Businesses or by the state in which they are located. This office administers the Disadvantaged Business Enterprise, Minority Business Enterprise/Women Business Enterprise, and Emerging Small Business programs.

AE Good Faith Efforts

The good faith efforts are required methods to ensure that all DBEs have the opportunity to compete for procurements funded by the Clean Water State Revolving Fund. The loan recipient and their prime contractor are required to:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they're potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the federal Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and the state Office of Minority, Women and Emerging Small Business.
6. If the prime contractor awards subcontracts, require the prime contractor to take steps one through five above.
7. **Native American provisions 40 CFR, Section 33.304**
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.

Contract administration

AF The Loan Recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

AF If a DBE subcontractor fails to complete work under the subcontract for any reason, the Loan Recipient must require the prime contractor to employ the six good faith efforts if soliciting a replacement subcontractor.

AF The Loan Recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Loan Recipient.

AF The Loan Recipient must require written notification from its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

AF **Specific contract language**

All contracts between the Loan Recipient and prime contractor, and prime contractor and subcontractors must include the following statement required by 40 CFR Part 33:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

The undersigned has initialed the items above and understands the resulting responsibility for each item.

Signature Allyson Smith Date 4/26/22
Title PRESIDENT
Company PILOT ROCK EXCAVATION INC

Accessibility

Alternative formats DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



Kate Brown, Governor

Oregon

ATTACHMENT 3

Department of Environmental Quality

Western Region Medford Office

221 Stewart Avenue, Suite 201

Medford, OR 97501

(541) 776-6010

FAX (541) 776-6262

TTY 711

March 1, 2022

Scott Fleury, Public Works Director
City of Ashland
51 Winburn Way
Ashland, Oregon 97520

RE: Ashland Wastewater Treatment Plant
WQ Jackson County / NPDES Permit No. 101609 / DEQ File No. 3780
Clean Water State Revolving Fund Loan No. R11755
PLAN APPROVAL – Outfall Relocation

Dear Mr. Fleury:

DEQ has completed our review of the above referenced project as required per OAR 340-52. DEQ received the final plans via email on February 11, 2022. The plans are signed by Daniel J Peterson, PE and the specifications are signed by Matthew John Baldwin, PE, both of Jacobs Engineers. The technical activities fee associated with this project is \$1,312. DEQ will send a separate invoice.

The outfall relocation project is consistent with the 2014 wastewater facilities plan and the 2019 predesign report associated with this project. As part of this approval, DEQ is also approving the 2019 predesign report.

Project Description

The following is a brief description of the project:

- Construction of a new gravity effluent pipeline intercepting the existing outfall pipe to a new outfall in Bear Creek. The new pipeline will consist of approximately 1302 feet of 36" PVC pipe, 737 feet of 30" HDPE pipe and ten manholes/access ports.
- Construction of an approximately 9' by 5' diversion structure over the existing outfall pipe about 15' upstream of the Ashland Creek discharge point.
- Construction of a new Bear Creek outfall with a 30" flanged rubber duckbill check valve. The 30" HDPE pipe will be encased in concrete for stability.
- Replacement and realignment of existing sanitary sewer in two places, one consisting of approximately 1000' of 12" HDPE pipe and four manholes, and the other consisting of approximately 360' of 12" HDPE pipe.

The project also includes work on the Ashland Pond intake and outfall structures. DEQ does not have any plan approval authority over these activities.

Plan Approval Conditions

The wastewater treatment effluent conveyance portion of the plans are hereby approved provided the following conditions are met:

1. The downstream side of the effluent diversion box must be grouted to prevent ponding in the box. DEQ recommends leaving the bottom half of the existing pipe in place and grouting around the half pipe. Alternatively, the pipe may be completely removed, and the box grouted to form a channel through the box. Grout must be sloped up the inner walls. This will assure that any water in the box drains to Ashland Creek.
2. A level sensor must be installed in the upstream side of the effluent diversion weir. The level sensor must send a signal to the treatment plant's SCADA system. The SCADA system must be programmed to estimate the amount of flow discharged to Ashland Creek and alert the operators when there is flow over the weir to Ashland Creek.
3. The 30" flanged rubber duckbill check valve must be installed per the manufacturer's instructions. If the valve has a curved bill, the valve must be installed so the bill points downstream. Since these valves have a lifting clevis on the top, please verify that the curved bill, if any, will point downstream with the lifting clevis on top.
4. Please note the following typographical errors:
 - a. Sheets G-007 and C-202: OMH-01 outlet should be 30", not 36".
 - b. Sheet C-221: Top of the sheet indicates "Ashland Creek", this should be "Bear Creek".
5. Construction must not take place unless under active inspection by the design engineer or his/her designated representative.
6. During construction, the city must assure that all the recordkeeping requirements of DEQ's Design-Bid-Build Manual for the Clean Water State Revolving Fund are met:
<http://www.oregon.gov/deq/FilterDocs/ConstManual.pdf>.
7. Ashland must not accept or allow operation of the modifications without an appropriate modification to the plant Operation and Maintenance manual as required by OAR 340-52-040(4). The manual must conform to DEQ published guidelines, which we will use as the basis for our review. The guidelines are available on DEQ's website at <https://www.oregon.gov/deq/FilterRulemakingDocs/div52-stpommanuals.pdf>.
8. We recommend submittal of the proposed modifications to the O&M manual at the start of construction. A final O&M manual should be submitted at the 50% construction point to provide DEQ ample time to review and approve the final document by the completion of construction. Final approval of the O&M manual is required prior to operation of the new system.
9. The city must submit draft project performance standards for the new facilities prior to the 50% construction point and revised final project performance standards are by the 90% construction point. The standards must conform with requirements in DEQ's Design-Bid-Build Manual for the Clean Water State Revolving Fund (<http://www.oregon.gov/deq/FilterDocs/ConstManual.pdf>) and the following:
 - a. Sanitary sewer pipe and manhole testing criteria must be included in the performance standards.
 - b. Water levels in manholes must be measured during at least one high flow event and compared against the water levels expected in the hydraulic profile.
 - c. Photographs of the discharge into Bear Creek during both low and high flow.
 - d. The level sensor in upstream side of the diversion structure must be tested to confirm that the levels are accurate and that an alarm is appropriately triggered.

10. One year after initiation of operation, the city must certify whether the project meets its performance criteria. Certification must be accompanied by a report consistent with the approved Performance Certification Standards, which demonstrate the certification being affirmed. The city must correct any factors that do not meet the performance criteria as described in a corrective action plan previously approved by DEQ.
11. The final project must conform to all applicable electrical, plumbing, building, fire, and mechanical codes and safety requirements.
12. Upon completion, construction must be inspected and certified to DEQ in writing by the design engineer or his/her authorized representative as set forth in OAR 340-52-040. A certification form is available online at: <https://www.oregon.gov/deq/FilterPermitsDocs/InspectCertConstruct.pdf>.
13. As-Built plans must be prepared upon completion of construction. The plans must be reviewed and approved by the design engineer or his/her designated individual. The As-Built plans are not required to be submitted to DEQ. Ashland must retain the As-Built plans for use in future sewer extension projects, collection system maintenance, and long-term facility/master planning endeavors.
14. This plan approval is valid for one (1) year. If construction has not commenced within one (1) year, plans must be resubmitted along with the appropriate fee for approval unless waived by DEQ.

Permit Holder Responsibilities

DEQ considers the Ashland as the party responsible for ensuring that the above conditions of approval are met. As holder of the National Pollutant Discharge Elimination System (NPDES) permit authorizing this project, Ashland is responsible for assuring timely submittal of the engineer's certification. Ashland must verify that the project inspector requires erosion controls and that the controls are effective and maintained. Ashland must verify that contractors, as well as Ashland crews, adhere to DEQ guidelines for proper flushing of water lines. For specific procedures, refer to the state dechlorination requirements posted at: <https://www.oregon.gov/deq/FilterDocs/chlorwaterdisp.pdf>.

This letter of approval satisfies the requirements of OAR 340-52 for sewage works construction. Given that this project is being funded in part by Clean Water State Revolving Loan funds, the project officer should be contacted prior to advertising for bids to ensure all CWSRF requirements have been satisfied. For this project, the appropriate contact is Alexis Cooley, at (541) 687-7341.

Please address all submittals to my attention and contact me at (541) 776-6242 if you have any questions.

Respectfully,



Jonathan Gasik, MS, PE
Senior Environmental Engineer

cc: Oregon DEQ Medford Office Engineering File
ec: Daniel Peterson, PE, Jacobs Engineers
Matt Baldwin, PE, Jacobs Engineers
Dave Gies, Wastewater Supervisor, City of Ashland
Alexis Cooley, CWSRF Project Officer, Eugene, DEQ

