

RESOLUTION NO. 2490

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A DESIGN-BUILD-OPERATE AGREEMENT AMENDMENT WITH CH2M HILL TO CONSTRUCT A TEMPORARY REPAIR TO THE CITY'S WASTEWATER TREATMENT PLANT OUTFALL PIPE

RECITALS

WHEREAS, the CITY and CH2MHILL (the Company) entered into a Design-Build-Operate (DBO) Agreement in July 2011 for improvements to the City's Wastewater Treatment Plant (WWTP); and

WHEREAS, the Company completed the improvements to and is now operating the ("WWTP") for the City pursuant to the above referenced DBO Agreement; and

WHEREAS, the above referenced DBO Agreement contains provisions for amending said Agreement to perform additional or unforeseen work; and

WHEREAS, the outfall pipe from the WWTP is a component of the assets under the Company's day to day operational management and for which they are responsible to maintain compliance with the City's Discharge Permit; and

WHEREAS, the outfall pipe is damaged and the City has been directed by the Oregon Department of Environmental Quality to effect repairs to the pipe to ensure continued compliance with the City's discharge permit; and

WHEREAS, the Wilsonville City Council adopted a Capital Improvement Project for the outfall repairs that included a FY 2014/2015 appropriation of \$333,000.00 for the project, which exceeds the Company's proposed not-to-exceed cost of \$267,018

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council acting as the Local Contract Review Board finds and concludes:
 - a. The recital of findings above is incorporated by reference herein.
 - b. The Company's not to exceed proposed cost is deemed responsive and reasonable, and the Company is qualified to perform the work under the auspices of the current Operating Agreement with the City.

2. The City Manager is hereby authorized to execute a DBO Agreement Amendment for completion of the outfall repair work in the not to exceed amount of \$267,018.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of October, 2014, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Goddard	Excused
Councilor Fitzgerald	Yes
Councilor Stevens	Yes

Attachments:

DBO Agreement Amendment (DAA) 003 Revision 001
DAA Request with Backup documentation (Scope and Cost)

Revised DBO AGREEMENT AMENDMENT (DAA)

CITY OF WILSONVILLE PROJECT: Wilsonville Wastewater Treatment Plant Improvements DBO COMPANY: CH2M HILL Engineers, Inc. CONTRACT NO.: 2082 DBO AGREEMENT AMENDMENT NO.: 003 REVISION NO.: 001	
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CONTRACT TERM: 9/20/11 - 9/20/26	ORIGINAL CONTRACT YEAR OPERATING CHARGE FOLLOWING ACCEPTANCE:	\$ 1,871,365.00
TERMINATION PRIOR AMENDMENT: N/A	PRIOR AMENDMENT(S):	
TERMINATION THIS AMENDMENT: N/A	AMOUNT THIS AMENDMENT:	\$ -
	REVISED CONTRACT YEAR OPERATING CHARGE FOLLOWING ACCEPTANCE:	\$ 1,871,365.00
	PREVIOUS EXTRAORDINARY ITEM (Not To Exceed one-time adjustment)	\$43,840
	REVISED EXTRAORDINARY ITEM (Not To Exceed one-time adjustment)	\$267,018

DBO AGREEMENT AMENDMENT (DAA) No. 003 Revision 001

RECITALS

- A. **WHEREAS**, the CITY and the COMPANY (the "Parties") entered into the DBO Agreement referenced above;
and
- B. **WHEREAS**, the Company has designed and built substantial improvements to, and is now operating, a wastewater treatment plant ("WWTP") for the City pursuant to the above referenced DBO Agreement; and
- C. **WHEREAS**, an existing outfall pipe ("Outfall Pipe") that serves the WWTP was not included as part of the Managed Assets as defined in the DBO Agreement; and
- D. **WHEREAS**, said Outfall Pipe is now in need of expedited repairs and is an essential operational component of the WWTP; and
- E. **WHEREAS**, the Parties executed DAA #003 on July 23, 2014, related to the permitting and design of interim repair work and ongoing maintenance to an existing outfall pipe ("Outfall Pipe") that serves the WWTP; and
- F. **WHEREAS**, as authorized by the terms of the DBO Agreement and envisioned by DAA #003, the Parties have agreed to revise DAA #003 to include the scope and budget for the physical construction of the interim repair work. This DAA 003 Revision 001 replaces DAA 003 in it's entirety.
- G. **WHEREAS**, given the terms of the DBO Agreement, the Parties have now determined that the repair and ongoing maintenance of the Outfall Pipe should be included under the DBO Agreement pursuant to the terms of this DAA #003 Revision #001.

NOW THEREFORE, incorporating the above Recitals as if fully set forth below, the Parties agree as follows:

AGREEMENT

Section 1 Definitions. Unless otherwise differently defined herein, the definitions set forth in the DBO Agreement shall apply. The definition of Managed Asset Sites is revised as follows:

“Managed Asset Sites” means the WWTP Site and the adjacent easement within which the Outfall Pipe is located, the Lift Stations Sites and the Capital Improvements Sites.

Section 2 Capital Modification. Pursuant to Article XIII, Section 13.8 of the DBO Agreement, the Parties wish to add the existing Outfall Pipe from Manhole-E (but not including Manhole-E) to the Outfall Pipe terminus to the Managed Assets and have employed the protocol for implementing a Capital Modification, as set forth in Article XIII, Section 13.8 of the DBO Agreement.

Section 3 Scope of Capital Modification. The revised scope of the Capital Modification is set forth on **Exhibit A**, attached hereto and incorporated by reference herein (“Scope of Work”). The Scope of Work sets forth all tasks to be performed by the Company with respect to designing, permitting, and constructing an interim repair of the Outfall Pipe within the time schedule set forth within the Scope of Work.

At such time as the repairs are completed, the Outfall Pipe from Manhole-E to the Outfall Pipe terminus will be considered a Managed Asset and the Company will monitor the operation of the Outfall Pipe to ensure no further leakage and will advise the City promptly if any leakage is discovered. The Company will be responsible to repair any subsequent leakage of the Outfall Pipe if caused due to the Company’s design or repair work pursuant to the Scope of Work. If new or additional leakage is caused by further aging and degradation of the Outfall Pipe, the Company will not be responsible for repair or replacement but will be responsible to promptly notify the City and the Oregon Department of Environmental Quality (DEQ) of any such leak or failure and take reasonable measures to manage and mitigate any potential permit violations that might result from a future leak. The Company shall also not be responsible for any costs for any future internal monitoring, for other internal investigation required, or for Major Maintenance, Repair and Replacement on the Outfall Pipe.

Section 4. Price. The City agrees to pay the Company a **not to exceed price** of Two Hundred and Sixty Seven thousand eighteen dollars (\$267,018) for performance of All Tasks as identified on Exhibit A. The entire Scope of this DAA #003 Revision #001, shall be paid for as an Extraordinary Item (one-time adjustment) in accordance with Article IX, Section 9.5 of the DBO Agreement. Any subsequent changes to the scope or price associated with this DAA will be negotiated in accordance with the requirements of the DBO Agreement.

Section 5 Future Replacement of Outfall Pipe. Pursuant to public contracting requirements, nothing contained herein or in the DBO Agreement shall prevent the City from hiring other consultants or contractors, at some time in the future, to design and construct a complete replacement of the Outfall Pipe and, at that time, any new outfall pipe will not be covered by the DBO Agreement unless the Parties otherwise agree to its inclusion.

Section 6. No Other Modifications to DBO Agreement. Except as expressly set forth herein, no other modifications to the DBO Agreement are made hereby and all other provisions of the DBO Agreement remain in full force and effect. Specifically, it is agreed that this Scope of Work is newly assigned work and is not part of the Design Build Work required to be completed to achieve Final Completion and Acceptance, as defined in the DBO Agreement.

IN WITNESS WHEREOF, this DBO Agreement Amendment No. 003 Revision #001 is hereby approved.

APPROVED:

Bryan Cosgrove

Date



DBO AGREEMENT AMENDMENT (DAA) REQUEST

Project:	Wilsonville WWTP Improvements DBO	DAAR Number:	003 Rev.1	DAA Number:	003 Rev.1
To:	Bryan Cosgrove	From:	Robert Pieper		
Wilsonville Reference:	Project No. 2082	CHE Project Number:	425034		

This DBO Agreement Amendment (DAA) contains an itemized quotation for changes in the components of the Service Fee (if applicable) in response to proposed modifications to the Contract Documents as further summarized below:

Description of Proposed Change:

In accordance with Article XIII, Section 13.8 of the DBO Agreement, the City directed the Company to develop a revised scope and price for an interim repair of damage to the existing outfall pipe at the WWTP which will be performed as a Capital Modification under the terms of the DBO Agreement except as otherwise noted. This DAA Request is a revision to the previously executed DAA-003 and replaces DAA 003 in its entirety. The Scope of Work and Lump Sum Price(s) are described in Attachment A.

Reason for Change:

The City of Wilsonville received a Warning Letter from DEQ on June 4, 2014 for the WWTP concerning a damaged outfall pipe that allows effluent to bypass the permitted discharge location (end of pipe). The Warning Letter requires the City to design and install interim improvements to repair the damaged outfall pipe such that it will function as required by the City's NPDES Permit for 3 to 5 years, until a permanent replacement can be designed and installed. DAA 003 was executed on July 23, 2014, and included 5 Tasks, including engineering, permitting, management services during construction, construction, and project management. Tasks 3 (services during construction) and Task 4 (construction) were specifically identified as Tasks for which an amended price would be needed after engineering and permitting were completed. This revised DAA Request addresses and incorporates the Construction Phase (Tasks 4) and the Services During Construction (Task 3) of the previously executed DAA-03

The City has determined that it is in the City's best interest, and allowable per applicable law, that this interim repair work be conducted as a design-build project by the Company under the terms of the DBO Agreement as a Capital Modification in accordance with Article XIII, Section 13.8 and to pay for this Scope of Work as an Extraordinary Item in accordance with Article IX, Section 9.5 of the DBO Agreement. In doing so, this Scope of Work will be paid for as a one-time Lump Sum adjustment to the Service Fee for Management Services rather than as a component of the Design-Build Price.

DBO Agreement Section(s) or Subsection(s) affected:

Article IX, Section 9.5
Article XIII, Section 13.8

Does proposed Change involve a change in any component of the Service Fee that may be itemized? YES NO

If YES:	Proposed Change to Operating Charge:	\$0.00
	Proposed Change to Capital Maintenance Charge:	\$0.00
	Proposed Not To Exceed Change to Extraordinary Items Charge or Credit:	
	Task 1: Engineering	\$21,680.00
	Task 2: Natural Resource Permitting	\$18,800.00
	Task 3: Engineering Services During Construction	\$12,690.00
	Task 4: Construction (LS Price Water Level Below Elev. 14.00)	\$170,888.00
	Task 4: Construction (LS Price Water Level Above Elev. 14.00)	\$205,448.00
	Task 5: Project Management	\$8400.00
	Total NTE Price (Water Level Below Elev. 14.00)	\$ 232,458.00
	Total NTE Price (Water Above Below Elev. 14.00)	\$ 267,018.00

Attachments: None.

Exhibit A – Wilsonville WWTP Interim Outfall Repair Project – Scope of Work and Not-To-Exceed Fee

Attachment A – Wilsonville WWTP Interim Outfall Repair Project – Task 4 Cost Breakdown

Attachment B – Wilsonville WWTP Interim Outfall Repair Project – MIC Proposal

Submitted by:



Date:

09-18-2014

CH2M HILL Engineers, Inc.

Accepted by:



Date:

09-23-2014

City of Wilsonville, OR

Exhibit A (Amended 09-12-14)
City of Wilsonville, Oregon
Wilsonville WWTP Interim Outfall Repair Project
Scope of Work and Not-To-Exceed Fee

Background

The City of Wilsonville (City) requires engineering, permitting, and construction services to comply with the June 4, 2014 Warning Letter from Oregon Department of Environmental Quality (DEQ) for the Wilsonville WWTP concerning a damaged outfall pipe that allows effluent to bypass the permitted discharge location (end of pipe). The Warning Letter requires the City to design and construct an interim repair to the damaged outfall pipe such that it will function as required by the City's NPDES Permit for 3 to 5 years, until a permanent replacement can be designed and installed. The timeline imposed by DEQ for the interim repair work is very limited – the City is directed to complete this work within the 2014 Oregon Department of Fish and Wildlife (ODFW)-preferred in-water work timing window (June 1 to October 31) if possible.

In accordance with Article XIII, Section 13.8 of the DBO Agreement, the City has elected to enroll CH2MHILL as a design-build contractor to deliver the interim repair work as a Capital Modification under the terms of the DBO Agreement, with exceptions noted.

Scope of Work

CH2MHILL will develop engineering design documents in conjunction with potential construction contractors, and lead the natural resources permitting effort for the required interim repair work to the City of Wilsonville's outfall pipe. This Scope of Work, as amended, includes construction, and assumes that CH2MHILL will deliver the physical construction of the required interim repair work as a sole source design-build contractor. CH2MHILL may hire a third party to perform construction services. The scope below assumes a design deliverable as further defined in Task 1.2, based on extensive coordination with selected suppliers/contractors to define the preferred repair solution. It also assumes that permitting by the U.S. Army Corps of Engineers (Corps) and by the Oregon Department of State Lands (DSL) is required prior to construction. Once permits are received, it is assumed that CH2MHILL will contract directly with the supplier/contractor to complete the work prior to October 31, 2014.

It is understood that if the City determines permits cannot be obtained in time to allow the interim repair work to be completed in 2014, the City may cancel or otherwise modify this DAA at their discretion.

Task 1. Engineering

Task 1.1. Evaluation and Selection of Repair Approach

Review existing data and investigations. Conduct site visit to observe deficiency, site conditions, access options, etc.

Evaluate options for internal and external repair. Contact marine contractors and pipe lining manufacturers/installers to identify options and costs, determine the necessary timeframe(s) and the contractor's availability to construct interim repair work.

Develop preliminary (30% design level) cost estimates of at least two feasible options to complete the interim repair work, identifying costs associated with ancillary activities (such as access, erosion control, subgrade restoration, bypass pumping, etc.)

Meet with City staff to review the alternatives developed, to review CH2MHILL's recommended approach and to obtain City concurrence with the recommended approach.

Assumptions:

- Contractors/suppliers will provide budgetary cost estimates for their major scope of labor and material, and tentative schedules to complete the interim repair work.
- A temporary repair, meeting DEQ requirements (3-5 years of functionality) is feasible using minimally invasive construction methodologies such as an internal lining or external patch.
- CH2MHILL will define alternative design and construction approaches, including a recommended approach and prepare materials for City review, including cost estimates and schedules. The City retains the right to reject any alternative approaches including the recommended approach. After the City provides concurrence on a preferred approach, CH2MHILL will select appropriate suppliers/contractors to perform the interim repair work.

Deliverables:

- Contractor budget and schedule estimates for at least two feasible options.
- Meeting notes capturing recommendation, City concurrence and review comments, and path forward.

Task 1.2. Preparation of Design Materials

CH2MHILL will work as the design-build contractor utilizing the selected third party supplier/contractor to define details of design to a 60% level of detail. Anticipated design deliverables include:

- Performance requirements for repair, including a schedule for completion.
- Drawings conveying 60% design details for repair, technical specifications, quantities and types of materials for construction, construction method to be used and testing requirements.
- Drawings and documents conveying site conditions and constraints, access and bypass pumping requirements and ancillary improvements (e.g. subgrade support details).

The City retains the same rights related to design reviews as outlined in Appendix 9, Section 9.4 of the DBO Agreement for the 30% and 60% design documents.

Deliverables: Design Documents

Assumptions:

- Selected supplier/contractor will be under contract throughout the duration of this task.
- City will participate in meetings with CH2M HILL and the supplier/contractor to the extent desired.
- Bid documents will not be required. The design documents will support development of a Purchase Order between CH2MHILL and supplier/contractor that clearly defines work and basis of cost, and schedule.
- Teleconference meetings will be held with the City on a weekly basis during this effort to communicate status.

Task 2. Natural Resource Permitting

Engage permitting agencies to define permitting requirements for the interim repair work. Develop permit application documents and provide design documents to the agencies as appropriate and required by the agencies to facilitate approval. Permitting effort will be integrated with design activities, with the goal of structuring repair activities to be consistent with the most expeditious and predictable permitting pathways, including those based on previously approved projects and allowed construction practices.

Conduct one-on-one meetings with the Corps and DSL to introduce need for the project and discuss parameters, constraints, and timelines. Review project design and construction approach, and assess acceptable means and methods for outfall improvements within regulatory constraints.

Provide support and consultation to City staff as the design effort progresses. Adapt the permitting effort to accommodate new information during design development. Provide supplemental environmental and design information to the permitting agencies, as requested.

Develop permit application materials on behalf of the City for submittal to federal and state agencies for applicable in-water work permits. Meet with agencies as appropriate to facilitate the permit approval process.

Deliverables:

- Meeting notes
- Permit application(s) with supporting documents

Assumptions:

- The following regulatory requirements are assumed under this task: federal Clean Water Act Section 404, and Rivers and Harbors Act Section 10 permits from the U.S.

Army Corps of Engineers (Corps); state removal/fill permit from the Oregon Department of State Lands (DSL).

- Assume up to 2 meetings with permitting agencies in Portland
- Wetlands delineation, compensatory wetlands mitigation plans, or compensatory mitigation of wetlands will not be needed, and are not included.
- Consultation with NMFS or ODFW is not required.
- No local land use (City of Wilsonville) permits and approvals are required for the project.
- Budget includes fees associated with a DSL permit application. No other fees are assumed.
- To the extent possible strategies will be undertaken to avoid undue permitting review and approval delays, however, there is no guarantee that the City will be able to obtain the necessary permits in time for the 2014 in-water work construction season.

Task 3. Engineering Services during Construction

Engineering services during construction include the following:

- Submittal review
- RFI review and responses
- Issue field instructions, orders or similar documents during construction as necessary
- Authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.
- Participate in construction meetings
- Onsite inspection of installation (assume four days).
- Preparation of record documentation

Task 4. Construction

CH2M HILL shall deliver physical construction of the required interim repair work as a sole source design-build contractor. CH2M HILL will procure the services of a marine contractor to execute the work. CH2M HILL will provide construction management and oversight and ultimately be responsible for the installation. The details of the proposal are defined in Attachment A.

Task 5. Project Management

Prepare progress reports and progress billings in a format approved by the City's project manager. Project management responsibilities associated with Tasks 1 and 2 include managing the contract; directing and managing the work performed by the consultant team; scheduling, coordinating and communicating with the City, supervising project work; and developing two written project statuses, including budget and invoicing.

Not-To-Exceed Budget

CH2M HILL will perform the work for Tasks 1, 2, 3 and 5 on a time and material Not-To-Exceed basis. The estimated budget for these tasks are \$61,570, as shown below. Estimate is based on best available information at the time and relies heavily on the assumptions defined above. Actual fees shall be based on the unit labor and other direct costs identified in Table 1.

Table 1				
	Staff Category	Hours	Billing Rate	Total
Task 1: Engineering				
Dan Buonnadonna	Project Engineer	4	\$160	\$640
Jim McWade	Senior Advisor	40	\$225	\$9,000
Vince Rybel	Senior Engineer	50	\$210	\$10,500
Janis Freeman	Project Assistant	12	\$95	\$1,140
Reimbursable Expenses				\$400
Task 2: Natural Resource Permitting				
Steve Mader	Senior Scientist	80	\$225	\$18,000
Permit Fees				\$800
Task 3: Engineering Services During Construction				
Vince Rybel	Senior Engineer	16	\$210	\$3,360
Diana Worthen	Engineer	50	\$135	\$6,750
Travis Laney	CAD	8	\$105	\$840
Janis Freeman	Project Assistant	12	\$95	\$1,140
Reimbursable Expenses				\$600
Task 5: Project Management				
Michelle Burkhart	Project Manager	40	\$210	\$8,400
TOTAL				\$61,570

Lump Sum Budget

CH2M HILL will perform the work for Task 4 on a lump sum basis (except as modified by time-and-material basis for bypass pumping). Attachment B defines the basis for this lump sum proposal.

The budget for Task 4 is \$170,888.00 - (Base Price), if work is executed with water level below Elev. 14.00.

The budget for Task 4 is \$ 205,448.00 - (Option 2), if work is executed with water level at Elev.14.00 or above.

Schedule

Task 1.1 shall be completed and delivered to the City Project Manager within 21 calendar days of receiving Notice to Proceed.

Draft Deliverables for Task 1.2 shall be completed and delivered to the City Project Manager within 21 calendar days after receiving City concurrence of the preferred approach from Task 1.1.

Final Deliverables for Task 1.2 and submittal of the final permit application to the agencies under Task 2 shall be completed within 14 calendar days of receiving City review comments on the Draft Deliverable for Task 1.2.

The City shall issue the Notice to Proceed for Tasks 3 and 4 only after the required permits for execution of the work has been approved by the regulatory agencies.

Tasks 3 and 4 shall be completed prior to October 31, 2014.

Table 1 - CH2M HILL 2014 Labor Rate and Expense Schedule

2014 Staff Cost Schedule	
Staff Category	Billing Rate (hourly)
Program Director-Senior Advisor-Senior Scientist	\$225
Project Manager-Senior Engineer	\$210
Mid-Level Engineer-Scientist	\$185
Project Engineer-Scientist	\$160
Engineer-Scientist-Senior Technician	\$135
Staff Engineer-Scientist-Technician	\$105
Project Assistant	\$95
Office	\$85

Unit Labor Rates are all - inclusive, and include all direct and indirect charges; overhead; computers, software, and other equipment; administration; and profit; unless listed separately as an Other Direct Cost.

Other Direct Cost Schedule	
Expense Category	Rate
Personal Vehicle Use	\$0.55/mile
Postage/Freight	Cost
Permit Fees	Cost
Field Equipment and Supplies	Cost



**DBO AGREEMENT AMENDMENT (DAA) REQUEST
ESTIMATING COST - LUMP SUM FIX PRICE**

Job Name Wilsonville WWTP Primary Job No. 425034 Date: 18-Sep-14
 Work Performed For: City of Wilsonville
 Description of Work: DAA3, Addendum 1: Outfall Repair Work
Base Price Water Level Below 14.00

Subcontractors

Description	Quantity	Unit	Unit Price	Amount
Marine Industrial - Base Bid	1	LS	\$ 81,250	\$ 81,250
Marine Industrial - Bypass**	1	LS	\$ 18,357	\$ 18,357
Marine Industrial Bond	1	LS	\$ 1,317	\$ 1,317
Signage & Public Trail	1	LS	\$ 250	\$ 250
			\$	-
			\$	-
			Subtotal Material	\$ 101,174
			Total Subs	\$ 101,174

** Time and Materials

Labor

Description	Quantity	Unit	Unit Price	Amount
Operations Manager	0	hr	\$ 101	\$ -
Project Manager - Preconstruction	36	hr	\$ 196	\$ 7,062
Project Manager - Construction	100	hr	\$ 196	\$ 19,616
Accounting Setup & Support	16	hr	\$ 62	\$ 998
Contract Administrator	32	hr	\$ 106	\$ 3,381
Safety - FSI	8	hr	\$ 107	\$ 857
			Subtotal Labor	\$ 31,914
			Total Labor:	\$ 31,914

Material Costs

Description	Quantity	Unit	Unit Price	Amount
				\$ -
Safety - Site Visit by HS&E	1	LS	\$ 2,500	\$ 2,500
SWPPP Plan (Not applicable)			\$ -	\$ -
			\$	-
			\$	-
			Subtotal Material	\$ 2,500
			Total Material	\$ 2,500

Expenses Cost

Description	Quantity	Unit	Unit Price	Amount
				\$ -
Miscellaneous Expenses	1	LS	\$ 200	\$ 200
Expenses Project Manager While on Site	8	Days	\$ 250	\$ 2,000
Project Manager Trips to Site	2	EA	\$ 650	\$ 1,300
			\$	-
			\$	-
			Subtotal Expenses	\$ 3,500
			Total Expenses	\$ 3,500

Submitted by:

CH2M HILL Engineers Representative

Approval:

Customer Representative

Subs:	\$	101,174
Labor:	\$	31,914
Material:	\$	2,500
Expenses:	\$	3,500
Subs:	\$	101,174
Subtotal (1):	\$	139,088
Contingency (5%):	\$	6,954
Subtotal (2):	\$	146,043
Overhead & Profit (15%):	\$	21,906
Bond & Insurance (1.75%):	\$	2,939
Grand Total:	\$	170,888

GRAND TOTAL:	\$	170,888
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**DBO AGREEMENT AMENDMENT (DAA) REQUEST
ESTIMATING COST - LUMP SUM FIX PRICE**

Job Name Wilsonville WWTP Primary Job No. 425034 Date: 18-Sep-14
 Work Performed For: City of Wilsonville
 Description of Work: DAA3, Addendum 1: Outfall Repair Work
Water Level at 14.00 or Above

Subcontractors

Description	Quantity	Unit	Unit Price	Amount
Marine Industrial - Base Bid	1	LS	\$ 104,955	\$ 104,955
Marine Industrial - Bypass**	1	LS	\$ 18,357	\$ 18,357
Marine Industrial Bond	1	LS	\$ 1,317	\$ 1,317
Signage & Public Trail	1	LS	\$ 250	\$ 250
			\$	-
			\$	-
			Subtotal Material	\$ 124,879
			Total Subs	\$ 124,879

** Time and Materials

Labor

Description	Quantity	Unit	Unit Price	Amount
Operations Manager	0	hr	\$ 101	\$ -
Project Manager - Preconstruction	36	hr	\$ 196	\$ 7,062
Project Manager - Construction	120	hr	\$ 196	\$ 23,539
Accounting Setup & Support	16	hr	\$ 62	\$ 998
Contract Administrator	32	hr	\$ 106	\$ 3,381
Safety - FSI	8	hr	\$ 107	\$ 857
			Subtotal Labor	\$ 35,838
			Total Labor:	\$ 35,838

Material Costs

Description	Quantity	Unit	Unit Price	Amount
				\$ -
Safety - Site Visit by HS&E	1	LS	\$ 2,500	\$ 2,500
SWPPP Plan (Not applicable)				\$ -
				\$ -
				\$ -
			Subtotal Material	\$ 2,500
			Total Material	\$ 2,500

Expenses Cost

Description	Quantity	Unit	Unit Price	Amount
				\$ -
Miscellaneous Expenses	1	LS	\$ 200	\$ 200
Expenses Project Manager While on Site	10	Days	\$ 250	\$ 2,500
Project Manager Trips to Site	2	EA	\$ 650	\$ 1,300
				\$ -
				\$ -
			Subtotal Expenses	\$ 4,000
			Total Expenses	\$ 4,000

Submitted by: 
 CH2M HILL Engineers Representative

Approval: _____
 Customer Representative

Subs:	\$	124,879
Labor:	\$	35,838
Material:	\$	2,500
Expenses:	\$	4,000
Subs:	\$	124,879
Subtotal (1):	\$	167,217
Contingency (5%):	\$	8,361
Subtotal (2):	\$	175,577
Overhead & Profit (15%):	\$	26,337
Bond & Insurance (1.75%):	\$	3,533
Grand Total:	\$	205,448

GRAND TOTAL:	\$	205,448
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MARINE INDUSTRIAL CONSTRUCTION, LLC

9495 SW Wilsonville Road

Wilsonville, OR 97070

Phone: (503) 682-9925 Fax: (503) 783-6100

Friday, September 12, 2014

Vince Rybel

Ch2M-Hill

Re: Wilsonville Outfall Repairs

Mr. Rybel,

Marine Industrial Construction (MIC) is pleased to provide you with the following consolidated proposal for the City of Wilsonville Outfall Repairs.

MIC has visited the jobsite at the request of Ch2M-Hill and we feel comfortable with the aforementioned plan for repairs we are proposing.

Should you have any questions and or comments please feel free to call me anytime.

MIC thanks you for the opportunity to provide you with a quote for this work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael DeSantis', is written over a light gray circular watermark.

Project Manager / Estimator

Marine Industrial Construction, LLC.

503-682-9925 Office

360-635-7208 Mobile



1. SCOPE OF WORK

- MIC will walk our Kobelco 220 excavator (with thumb) onto a flat deck barge which is currently staged at our Wilsonville location a mere ½ mile upriver of the outfall. The flat deck barge will also act as a working platform for the repair pieces. The barge will be secured to derrick barge number one and will be positioned and spudded down offshore of the repair location. Care will be taken not to spud down on the existing outfall. The barge will be secured offset of the derrick barge with the derrick barge slightly upstream of the outfall. A silt curtain will be placed around the work area as a precaution of agency requirements.
- The excavator will break up the existing concrete cap with the bucket and will place the debris on the flat deck barge for recycling at the WCP plant. The excavator will then precisely dig around the existing pipe. Divers will have to be used to get under the pipe in order to rig and remove the damaged pieces. The note on the drawing shows that the pipe is buried in a trench 18 inches deep.
- One exposed, divers will cut the underwater portion and topside crews will cut the topside CMP out and place the outfall on the flat deck barge.
- Precise measurements will be taken and a new CMP section will be fabricated on the barge and will be flown in by the excavator or crane barge. The pipe will consist of a RCP to CMP pipe adapter with a Mar Mar outer adapter over the RCP to CMP adapter to assist with sealing on the upstream (land side). The RCP to CMP adapter will have a mastic seal. A 45 degree adapter with a mastic seal will be connected to the pipe and another straight section of CMP will be used to connect the new CMP to the existing CMP underwater. The underwater CMP adapter will also have a mastic seal. All repairs will be recorded on DVD for record purposes.

- Below is a picture of the Mar Mar adapter. This adapter help seal and hold the pipe together.



- After the pipe is put back together and tested the trench will be backfilled with a base rock layer and then refilled with a mix of native material and rip rap rock provided by the City. Concrete and debris will be recycled at the WCP plant.
- Once the bedding and rip rap has been placed a total of 20 native willows will be planted and a 18 inch diameter x 15 foot long conifer root wad will be installed. The root wad will be anchored with two MR-88 Manta Ray Anchors driven to a minimum of 5 feet and secured by a 3/8 inch galvanized cable.

2. PROJECT PRICING SUMMARY

<u>Task</u>	<u>Description</u>	<u>Total</u>
Mobe and Demobe	Mobe and Demobe - Crew and equipment to and from the jobsite, towing of barges and specialized equipment / material acquisitions, per trip, round trip	\$ 9,271.10
Demo Outfall	Demo Outfall – Remove concrete cover and dig around outfall to remove the broken section of pipe.	\$ 25,020.00
Reinstall Outfall	Reinstall Outfall – Labor to reinstall new sections of CMP pipe, rock base and rip rap cover.	\$ 30,458.90
Bypass Pumping	Bypass Pumping – Labor and equipment to bypass pump the outfall for the duration of the work	\$ 18,357.35
Root Wad and Plantings	Install a conifer root wad with Manta Ray Anchors and a total of 20 native willow plantings	\$ 15,185.00
	Subtotal with bypassing	\$ 98,292.35



Additional Days for Water over Elevation 14	Two additional days for water over elevation 14 - Crane services labor and equipment including subcontracted divers – per 10 hour day (non-overtime rate)	\$ 25,020.00
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3. Breakdown of Costs

Mobe / Demobe Total = \$ 9,271.10

Labor to gather up rock and rip rap with loaders and crane \$ 2,500.00
Walk excavator on and off the barge and secure, job prep \$ 6,771.10

Demo Outfall = \$ 25,020.00

Crane / Barge and Tug (no labor) - two days \$ 2,250.00 = \$ 4,500.00
Labor (operator and deckhands) = \$ 9,520.00
Divers - two days \$ 5,500.00 per day = \$ 11,000.00 Total

Reinstall Outfall = \$ 30,458.90

Crane / Barge and Tug (no labor) - two days \$ 2,250.00 = \$ 4,500.00
Labor (operators and deckhands) = \$ 9,520.00
Divers - two days \$ 5,500.00 per day = \$ 11,000.00 Total
Materials - \$ 5,438.90
 Silt Curtain \$ 1,965.00
 RCP to CMP Adapter \$ 163.75
 CMP Pipe \$ 1,225.11
 45 degree adapter \$ 318.72
 CMP to CMP Adapter \$ 673.81
 Restraint and Mastics \$ 393.00
 Freight and handling \$ 699.51

Bypass Pumping = \$ 18,357.35

Rental / Set Up \$ 15,333.35
Fuel for the week - \$ 3,024.00

Woody Debris Installation = \$ 15,185.00 to Be Done on Straight Time

Crane / Barge and Tug (no labor) - one day \$ 2,250.00 = \$ 2,250.00
Labor (operators and deckhands) = \$ 4,760.00
Divers – one day \$ 5,800.00 per day = \$ 5,800.00 (included hydraulics)
Materials - \$ 2,375.00
 Conifer Root Wad = \$ 1,500.00 (includes delivery)
 Manta Ray Anchors - \$ 150.00
 Manta Ray Anchor Drive Steel - \$ 550.00 (monthly rental)
 Cable, Cable Clamps and Rigging - \$ 75.00
 Willow plantings - \$ 100.00



Additional Days For Water over Elevation 14.0 = \$ 25,020.00

Crane / Barge and Tug (no labor) - two days \$ 2,250.00 = \$ 4,500.00

Labor (operator and deckhands) = \$ 9,520.00

Divers - two days \$ 5,500.00 per day = \$ 11,000.00 Total

4. EXCLUSIONS

- Engineering
- Permitting
- Sales taxes, if any
- Bonds (if required add \$ 1,036.20 if no bypass and \$ 1,316.70 with bypass)
- Rip Rap Rock to be provided by the City. MIC will load onto barge
- Diving services to dredge out the interior portions of the pipe (if there is a blockage)
- On-Hook riggers liability
- Warranty for more than 12 months on labor after substantial completion
- Internal inspection and dye testing of pipe. Inspections will be completed by visual only and will be recorded on DVD by divers.

5. TERMS

- Net 30 upon receipt.
- Rates are good Monday thru Friday between the hours of 07:00 and 17:00, NO weekends and or holidays unless specifically quoted.
- Quote is good for 30 days and will become void if not accepted in writing or by contract.
- This proposal is based on the execution of a contract with mutually acceptable terms.
- Pricing includes prevailing wages with certified payrolls for public works projects.
- Public works bond included.
- Proposal is based on a USGS river level of 14.00. In the event the river rises higher than 14.00 day rates for crane barge and subcontracted divers will apply. Based on river levels over the past few years October and November have been below 14.00



ACCEPTANCE OF PROPOSAL

Marine Industrial Construction (MIC) respectfully requests written acceptance of our proposal. MIC shall submit invoices for not more than the work actually performed and Company shall make payment for all undisputed portions of any invoice within thirty (30) calendar days after receipt of the invoice. If Company reasonably disputes any portion of an invoice, Company shall notify MIC in writing of the amount in dispute and the reasons thereof within fifteen (15) calendar days from the date of receipt of such invoice. If Company fails to make payment on any undisputed portion of any invoice within thirty (30) calendar days after receipt of the invoice, interest shall be due on the unpaid amount at the rate of 2% per month, or part thereof until payment is made. Company shall pay interest at the rate of 2% per month beginning 30 calendar days after the receipt of the original invoice.

Authorization:

(COMPANY)

(Authorized Representative)

_____ (Signature)
 _____ (Print Name)
 _____ (Title)
 _____ (Date)

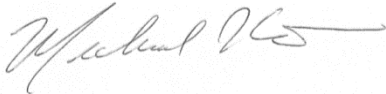
Marine Industrial Construction

(Authorized Representative)

_____ (Signature)
 _____ (Print Name)
 _____ (Title)
 _____ (Date)

MIC thanks you for the opportunity to provide you with a quote for this work.

Should you have any questions and or comments please feel free to call me anytime.



Project Manager / Estimator
Marine Industrial Construction, LLC.
503-682-9925 Office
360-635-7208 Mobile