



July 17, 2025

BCC Agenda Date/Item: _____

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

Approval of Personal Services Contract with Jacobs Engineering Group for engineering services to design the Hoodland Water Resource Recovery Facility capital plan. Contract Value is \$361,480.93 for 2 years. Funding is through WES Sanitary Sewer Construction and WES System Development Charge Funds. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	1. This project supports the WES Strategic Plan objective to update all water resource recovery facility plans every 10 years, specifically completing a Hoodland Facility Plan by 2026. 2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-742-4694

EXECUTIVE SUMMARY: The Hoodland Water Resource Recovery Facility Plan will outline a 20-year capital plan that identifies improvements to the District's Hoodland facility to provide the best value to WES ratepayers by maximizing the use of existing infrastructure and optimizing system operation while continuing to protect water quality and support economic development.

The facility plan will include a detailed condition assessment of the Hoodland Water Resource Recovery Facility; completion of an asset management database for the facility; an analysis of current and future regulatory requirements; development and evaluation of treatment alternatives; a recommended approach and implementation plan. This plan, in conjunction with the previously completed Sanitary Sewer System Master Plan, Willamette Facilities Plan and Boring and Fischer Forest Park Plans complete a comprehensive 20-year capital plan to address condition and growth needs.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #1318 with Jacobs Engineering Group Inc. for

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engineering necessary to design Hoodland Water Resource Recovery Facility Plan.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg L Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, WES

Attachment: Jacobs Engineering Group Inc. Contract #1318



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #1318**

This Personal Services Contract (this "Contract") is entered into between **Jacobs Engineering Group Inc.** ("Contractor"), and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 ("District").

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2027**.
- 2. Scope of Work.** Contractor shall provide the following engineering necessary to design Hoodland Facility Plan ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Sixty-One Thousand Four Hundred Eighty Dollars Ninety-Three Cents (\$361,480.93)** for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor shall submit invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered. Payments to Contractor on undisputed amounts shall be made within thirty (30) days of invoice receipt. Payments shall be made in accordance with ORS 293.462 to Contractor following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Steven Rice at Srice@clackamas.us

- 5. Travel and Other Expense.** Authorized: ☐ Yes ☒ No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and District Contacts.

Contractor	District
Administrator: Andrew Perez Phone: 253-561-2456 Email: Andrew.Perez@Jacobs.com	Administrator: Steven Rice Phone: 971-284-3710 Email: srice@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result

from, to the extent caused by any negligent act or omission of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of the negligent acts or omissions of Contractor or Contractor's employees, subcontractors or agents in performing under this Contract. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of County's reasonable defense costs (including reasonable attorney fees) in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) the Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) this Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required as indicated below. The insurance requirements outlined below do not in any limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and include the District and Clackamas County as an additional insureds on all required liability policies except for Workers Compensation and Professional Liability. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: With limits of \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: With limits of \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, in the amount of \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District except for Workers Compensation and Professional Liability. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it, except for Workers Compensation and Professional Liability. Any obligation that District agree to a waiver of subrogation is hereby

stricken. Jacobs can offer a waiver of subrogation on all insurance policies except for Professional Liability.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. Representations and Warranties.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the industry standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 32, and all other rights and obligations which by their context are intended to

survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to

third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. Reserved.**
- 29. Reserved.**
- 30. Key Persons.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District

provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

31. Reserved.

32. Merger. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Jacobs Engineering Group Inc.

Water Environment Services



Meabon Kyle Burns

2025.06.25

13:40:42-07'00'

6/25/2025

Authorized Signature

Date

Chair

Date

Meabon Burns / Designated Manager

Name / Title (Printed)

Recording Secretary

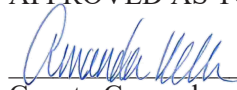
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Oregon Business Registry #

APPROVED AS TO FORM

FBC/Delaware

Entity Type / State of Formation



County Counsel

6/25/2025

Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK

Clackamas Water Environment Services

Hoodland Water Resource Recovery Facility Plan – Jacobs Contract #1318; WES Project #P700224602

Planning and Design Services

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Background

Clackamas Water Environment Services (WES) owns and operates the Hoodland Water Resource Recovery Facility (WRRF) located in Welches, OR. WES seeks to prepare an updated Facilities Plan (Plan) for the WRRF to address NPDES permit compliance requirements and establish a capital improvement plan to address needs for a 20-year planning horizon. WES has tasked the Consultant (Jacobs) to provide engineering services to deliver the Plan as defined below.

The engineering services will include an existing system evaluation, condition assessment of WRRF assets, development of flows and loads into the plant for the planning period, capacity analysis including process and hydraulic modeling, alternatives analysis for WRRF improvements, 20-year capital plan development, a draft and final Plan, and Oregon State Department of Environmental Quality (DEQ) coordination. Additionally, it will also include an outfall mixing zone and outfall inspection as required by DEQ in the WRRF's current NPDES permit, No. 100962.

Assumptions – General

The following key assumptions were used when determining the scope, level of effort, and compensation to the Consultant. These assumptions are in addition to those included in the Scope of Services.

1. Evaluation of the collection system is limited to updating the cost estimates from the most recent facility plan and updating the project list to denote which projects had been completed since the last document.
2. Meetings and Workshops will be held virtually, except as specifically noted.
3. WES will make appropriate staff available for all meetings and workshops.
4. Consultant will submit minutes from each workshop not later than 5 working days following each respective workshop.
5. Consultant will provide comment responses to workshop minutes within 3 weeks of receipt.
6. Where deliverable documents are identified, hereinafter, electronic copies of the deliverable will be provided in PDF format and original DOC format.
7. WES will provide Power BI templates for use in creating the Risk Matrix and Condition Assessments.
8. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that WES's actual future project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant opinions, analyses, projections, or estimates.
9. Consultant's planning services are expected to last 540 days.
10. Any tasks identified as 'optional' may only be performed after receiving written authorization from WES.

WES-provided Services

1. WES will provide to Consultant all known data in WES's possession relating to Consultant's services on the Project including process operational data, facility record drawings, operations and

maintenance information, etc. when available. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by WES.

2. WES will make its facilities accessible to Consultant as required for Consultant's performance of its services. WES will perform such no-cost tests of equipment, machinery, pipelines, and other components of WES's facilities as may be required in connection with Consultant's services.
3. WES will furnish required information, examine deliverables submitted by Consultant, and render decisions and approvals in a timely manner.
4. WES will give prompt notice to Consultant when WES observes or becomes aware of developments that affect the scope or timing of Consultant's services, or of defects in the work of Consultant.
5. WES will provide format for Priority Setting Workshops

Task 1 Project Management

1.1 Progress Meetings and Updates

The Consultant's project manager will meet with WES's project manager bi-weekly to review project progress, schedule, and discuss upcoming work activities during the project.

1.2 Project Work Plan

The purpose of this task is to prepare a project work plan that will be used during the execution of project work. Specific elements of the plan will include definition of WES and Consultant project organization, communication, project cost control procedures, document control, health and safety plan, change management, quality management plan and other project management requirements.

1.3 Decision Log

The Consultant's project manager will prepare and keep current a decision log documenting key project decisions.

1.4 Invoicing, Cost and Schedule Control

The Consultant's project manager will manage, administer, coordinate, and integrate work of the Consultant's team as required to deliver the project within budget and on schedule.

Consultant's project manager will prepare and submit to WES's project manager on a monthly basis, an invoice, a brief cost and schedule status report and updated summary project schedule showing actual versus projected.

Task 1 Deliverables:

- Project Work Plan
- Bi-weekly Project Management meeting notes
- Decision Log
- Monthly Invoice and Narrative

Task 2 Data Collection and Priority Setting

Task Assumptions:

- 1) WES will provide a POWER BI template to assist with the development of the priority setting matrix to be used in the Priority Setting Workshops. It will take up to 16 hours of effort for the Consultant to review and prepare the template for the meetings.

2.1 Data Request and Initial Analysis

The purpose of this task is to collect relevant and available information on the WRRF performance, operations and maintenance, etc. as it relates to the objectives of this project. This is expected to include existing records (drawings and O&M manuals), process operations data, asset data, and as-builts. The data request will be submitted to WES prior to the Priority Setting Workshops. Consultant shall perform an initial analysis of the WES-provided information and perform a gap analysis and data gap action plan, as needed.

In addition, the Consultant will develop a WRRF sampling plan which will detail locations, frequencies and scenarios, requiring process sampling. The sampling event and subsequent testing will be executed by WES. It is anticipated the sampling will occur over 4-8 weeks.

Deliverables:

- Email request for information.
- Data Gap Action Plan (as needed)
- WRRF Sampling Plan in PDF format.

2.2 Priority Setting Workshops

The Consultant will prepare for and facilitate up to three (3) Priority Setting Workshops. The initial workshop, which will also serve as a project kick-off meeting will be scheduled within four weeks of the receipt and review of the WES data detailed in Task 2.1. The objective of the series of 4 -hour workshops is for the Consultant and WES project team members to discuss and understand the priorities for the Plan. This will include the development of a priority setting matrix which will incorporate risk and vulnerability assessments of WRRF process areas and assets. The matrix will be based, in part, on existing WES templates in Power BI. The output of the workshops will be a list of WRRF assets, prioritized by overall risk which will be used to guide subsequent Plan efforts such as condition assessments and the capital plan development. The Workshops will be attended by the Consultant's Project Manager, Process Lead, and Solids Lead. WES participants will include WES's Project Manager and select WRRF operations and maintenance staff.

Deliverables:

- Workshop Agenda and Summary Notes
- Action Item Log
- Decision Log
- Completed Risk Matrix in PDF format

2.3 DEQ Coordination Meeting

The purpose of this task is to begin coordination with DEQ regarding the Plan. The task includes participation in an initial, 1-hour coordination meeting with DEQ, set up by WES, to discuss Plan priorities to include items identified in the Priority Setting workshops, potential future NDPES permit conditions for the WRRF, and to discuss the proposed contents of the Plan. To assist with the discussion,

the Consultant will provide a draft Table of Contents (TOC) for the Plan for review and discussion. The meeting will be attended by the Consultant's Project Manager and Process Lead.

Deliverables:

- Draft Plan TOC in original DOC format.
- Meeting Agenda and Summary Notes

Task 3 WRRF Condition Assessment

Task Assumptions:

- 1) WES will provide a POWER BI template for the condition assessment. It will take up to 16 hours of effort for the Consultant to review and prepare the template for the condition assessment.

This task includes a one (1) day, 8-hour site visit to the WRRF to assess the condition of the WRRF site and assets. The intent of the assessment is to understand the basic overall condition of select assets and structures, to identify code (building, electrical, NFPA) deficiencies, identify obsolete assets and to identify safety issues. The assessment will not include operational performance testing, sampling, or field measurements. It will be recorded electronically based upon a WES provided Power BI template with the results being used to update Risk Matrix scores.

3.1 Condition Assessment Template

The Consultant will develop a condition assessment template based, in part, on a WES provided Power BI template. The template will include the basic asset information and applicable, discipline specific condition assessment information. The results of the condition assessment will generate a numeric condition score which will be used in the Risk Matrix to further sharpen and enhance project priorities. The template will be provided to WES for review and comment prior to the condition assessment site visit.

Deliverables:

- Condition Assessment Template in spreadsheet or Power BI format.

3.2 Condition Assessment Site Visit

The Consultant will conduct a one (1) day, 8-hour WRRF site visit to conduct the condition assessments. The condition assessment of WRRF assets is intended to understand basic overall condition, document obsolescence, identify code related issues and identify safety issues. The site visit will include the following Consultant project team staff: Project Manager, Process Lead, Electrical Lead, Structural Lead, and SCADA/I&C lead. This condition assessment will not include the WRRF outfall, which is detailed in Task 8.

Deliverables:

- Completed Condition Assessment information in electronic format (spreadsheet or Power BI).

3.3 Condition Assessment Scoring and Risk Matrix Update

The purpose of this task is to utilize the information from the Condition Assessment Site Visit to update critical information necessary to update the Plan. This information includes the following:

- Risk Matrix Score

- WRRF Process and Instrumentation Diagram (P&ID)
- WRRF Electrical Power One-Line Diagram
- WRRF Process Flow Diagram (PFD)

The condition assessment will be used as a multiplier to enhance the Risk Scores from the Priority Setting Workshops to calibrate and finalize the Risk Scores. The updates to the P&ID, One-Line Diagram and PFD will be made as needed and will assist in the development of alternatives detailed in Task 7 as well as the development of the Capital Improvement Plan as detailed in Task 8.

Deliverables:

- Completed Condition Assessment information in electronic format (spreadsheet or Power BI).
- Updated P&ID, One-Line Diagram, and PFD in PDF format.
- Updated Risk Matrix in PDF format.

Task 4 Flows and Loads

The purpose of this task is to develop flow and load projections for the 20-year planning horizon. The flows and loads will be based upon WRRF Daily Monitoring Report (DMR) data and test results from the sampling event detailed in Task 2. It will also be based upon planning information, to include existing and future zoning, population growth rates, and any known significant residential or commercial development anticipated in the 20-year planning horizon.

4.1 Planning Area and Growth Rate Determination

The Consultant will determine the planning area and zoning for the WRRF based upon information received from WES. The Consultant will also determine the annual growth rate to be used for flow and load projections using population projection data from Portland State University's Population Research Center (<https://www.pdx.edu/population-research/population-forecasts>).

Deliverables:

- Planning area and zoning map in PDF format.
- 20-year annual growth rate for planning area in PDF format.

4.2 Flows and Loads Calculation

Using the information from Task 4.1 and the RFI and Sampling Event information from Task 2.1, the Consultant will characterize existing influent wastewater flows and loadings at the WRRF. By applying the growth projections, a 20-year influent wastewater flow and load projection will be devised. This will include development of an equivalent dwelling unit (EDU) metric for the WRRF which will be used to understand existing and future WRRF capacity. The results of the flows and loads calculation will be memorialized in a tech memo detailed in subtask 4.3.

This will also include an assessment of inflow and infiltration (I&I) flows into the WRRF. The assessment will be included in Section 6 draft Plan and will include:

- Assessment of the WRRF's I&I based on comparison of summer (dry weather) to winter (wet weather flows).
- Summary of activities performed in the previous year (2025) and following year (2026) to identify and reduce I&I.

- Summary of sanitary sewer overflows that occurred during the previous three years (2023-2025).

Deliverables:

- Calculations summary, as included in the Draft Flows and Loads TM detailed in subtask 4.3

4.3 Flows and Loads Technical Memo

The results of the flows and loads evaluation, the planning area and zoning information summary, and the projected planning area growth rate will be memorialized in a technical memorandum (TM). A draft TM will be provided to WES for review and the final TM will be included in the Plan.

Deliverables:

- Draft Flows and Loads TM in DOC format.

Task 5 Process Evaluation and Capacity Analysis

The purpose of this task is to evaluate the performance of both the biological and hydraulic capacity for each unit process at the WRRF for the 20-year planning period. The capacity analysis will also include consideration of potential NDPES permit effluent quality changes as indicated by DEQ.

Using the Flows and Loads projections in Task 4 and the sampling data from Task 2, the current and future WRRF performance of the existing treatment system will be evaluated during the following scenarios:

Process Model Scenarios:

- Average Dry Weather Flow (ADWF) 2025, 2045
- Average Wet Weather Flow (AWWF) 2025, 2045
- Maximum Month Flow (MMF) June through October, 2025, 2045
- Maximum Month Flow (MMF) November through May, 2025, 2045
- Maximum Week (MWF) June through October, 2025, 2045
- Maximum Week (MWF) November through May, 2025, 2045
- Peak Day Flow (PDF) June through October, 2025, 2045
- Peak Day Flow (PDF) November through May, 2025, 2045
- Peak Hour Flow (PHF) June through October, 2025, 2045
- Peak Hour Flow (PHF) November through May, 2025, 2045

The Consultant will discuss the process evaluation at a 1-hour Process Evaluation Planning meeting which will be attended by the Consultant Project Manager and Process Engineer. The results of the process evaluation will be presented at a 2-hour Process Evaluation Results meeting which will be attended by the Consultant Project Manager and Process Engineer. They will also be memorialized in the Plan.

Deliverables:

- Process Evaluation Planning Meeting slides and notes in PDF format.
- Process Evaluation Results Meeting slides and notes in PDF format.

- Process Evaluation Results summary, as included in the Draft and Final facilities plan detailed in Task 9.

Task 6 Alternatives Analysis

The purpose of this task is to create alternatives that address capacity, operations and maintenance, safety, building code, or other issues at the WRRF for the 20-year planning period. The alternatives will include conceptual layouts, total lifecycle costs using a class 5 opinion of probable construction cost (OPCC) and net present value (NPV), pros/cons list, and recommendations for WES's consideration. The alternatives will be limited to the following:

1. Alternative 1: Improvement Package Using Rotating Biological Contactors
2. Alternative 2: Improvement Package Using Process/technology option #1
3. Alternative 3: Improvement Package Using Process/technology option #2

The candidate alternatives to include process technologies, equipment options, etc. will be discussed with WES at a 3-hour Alternatives Development Workshop. The finalized alternatives will be presented to WES at a 3-hour Alternatives Analysis Workshop during which the alternatives will be evaluated and selected by WES. Each workshop will be attended by the Consultant's Project Manager, Process Engineer, Electrical Lead, SCADA I&C Lead, Solids Lead and Process Mechanical Lead.

Deliverables:

- Alternatives Development Workshop slides and notes.
- Alternatives Analysis Workshop slides and notes.
- Alternatives Analysis Results summary, as included in the Draft and Final facilities plan detailed in Task 9.

Task 7 Capital Improvement Plan Development

The purpose of this task is to sequence the recommended package of alternatives into a 20-year capital plan. This will include a cost loaded project schedule to assist with funding strategies. WES will develop the funding strategy for the entire Capital Improvement Plan. The Capital Improvement Plan will be presented to WES during a 2-hr Capital Improvement Plan Meeting which will be attended by the Consultant Project Manager and Process Engineer.

Deliverables:

- Capital Plan Meeting slides and notes.
- Capital Plan summary and schedule, as included in the Draft and Final facilities plan detailed in Task 9.

Task 8 Outfall and Mixing Zone Inspection

The purpose of this task is to meet the requirements set forth in the WRRF's NDPES permit requiring an Outfall and Mixing Zone inspection. Included in this task are two optional sub-tasks, which can be added to the project if the inspection results prompt DEQ to require a Mixing Zone Study.

8.1 Outfall and Mixing Zone Inspection

Jacobs' personnel will inspect the Hoodland WRRF Outfalls 001 and 002 in the Sandy River during the low river flow period in mid-August to early October 2025 when Sandy River flows typically recede below 300 cfs. Low river flows are necessary to allow for outfall inspection and field measurements in the river to be conducted safely. The outfall inspection and mixing zone inspection will include the following field activities, detailed below, to collect information needed to assess the outfalls conditions and site-specific river data to characterize the outfall mixing zone and to apply in the updated outfall mixing zone study (if DEQ decides that WES must complete Section D.3 Mixing Zone Study after reviewing the results of the outfall and mixing zone inspections report).

The outfalls inspection and mixing zone inspection will include the following activities:

- Inject Rhodamine dye into effluent at the Hoodland WRRF at a concentration sufficient to allow the field team to record photos and video at the Sandy River outfall site to document the condition of the outfalls, port functioning, and discharge plume path and width in the river. If possible, the WRRF personnel will divert effluent flow with dye into Outfall 002 at the shoreline MH to allow Jacobs to record flow existing at Outfall 002.
- Locate Outfalls 001 and 002 (separate risers and ports in river) and measure port elevation relative to riverbed and water depth to port centerline.
- Conduct measurements of water depths and ambient current velocities along two river cross-sections (near Outfall 001 and 002) to document the channel cross-section profile and current velocities. Measurements will be collected along fixed bank to bank line from a raft using a survey rod and portable current meter.
- Document river conditions within 200 feet upstream and downstream of the outfall with photographs and measurements and locate any river side-channel confluence within this region.
- Verify the latitude and longitude of Outfall 001 and Outfall 002.
- Prepare and submit a report to WES with the results of the outfalls and mixing zone inspection by November 2025 and then a final report for submittal to DEQ before 12/15/25. Include river flow measurements for the Sandy River recorded at the nearest USGS gage on the same date as the field measurements.

Deliverables:

- Draft and Final Inspection Report

8.2 Outfalls Mixing Zone Study (Optional Task)

If DEQ decides after reviewing the results of the outfall and mixing zone inspections report that WES must complete Section D.3 Mixing Zone Study, then this task will be undertaken. This task will only be performed after written authorization from WES.

Under this task, Jacobs will develop an Updated Outfall Mixing Zone Study Report for submittal to DEQ by 11/15/2026. The objective of this task is to develop a Level 2 outfall mixing zone study in accordance with the DEQ's Regulatory Mixing Zone Internal Management Directive (RMZ-IMD) issued by DEQ in 2012 and 2013. This task will leverage data, documentation, and knowledge developed by Jacobs in developing the 2014 Hoodland WRRF Outfall Mixing Zone Study Update as well as data and documentation recorded in 2025 (under Task 1). Task 2 will include three subtasks as described below.

8.2.1 Receiving Water and Effluent Data Evaluation for Modeling

Collect and apply 30+ years of Sandy River flow data from the nearest downstream USGS gage to calculate critical flow statistics required for the dilution analyses. These critical river flow conditions will include dry and wet season 1Q10, 7Q10, and 30Q5 river flows, as well as harmonic mean flow. River gage data will be reviewed to validate data values to apply in the critical river flow statistics calculations using the USGS DFLOW program. If erroneous or outlier gage data are identified these values will be deleted and documented.

Summarize recent 3+ years of effluent flow and temperature data to represent dry and wet season discharges and apply in dilution modeling to represent existing flows. Effluent flow statistics developed for maximum day (dry and wet seasons), maximum month average (dry and wet seasons), and annual average flow. Obtain projected 2045 effluent flows developed for the Facilities Plan.

8.2.2 Dilution Analyses

Develop dilution calculation inputs and results for existing and projected 2045 effluent flows. Apply projected 2035 effluent flows developed in the Facilities Plan to represent future flows. Develop dilution modeling results for the effluent flows and critical seasonal river conditions using Visual Plumes and Cormix-1 models to predict dilutions at the ZID and RMZ boundaries. If needed due to limited flow in the side-channel where the outfalls are located, develop volume-based calculations (assuming 25, 35, and 50 percent of river flow for mixing) to calculate dilution results. Summarize dilution calculations in a table that includes existing and proposed revised ZID and RMZ boundaries.

8.2.3 Reporting and Meetings

Prepare a technical study report summarizing the updated mixing zone study of Outfalls 001 and 002, including outfall and river discharge site characteristics, effluent and receiving water data used in the dilution analyses, results of dilution analyses (including proposed revised outfall ZID and RMZ boundaries), and environmental mapping information. Graphics of the existing and proposed revised Outfall 001 ZID and RMZ regions will be included in the report.

Updated environmental mapping information developed for the outfall site will be consistent with the requirements of DEQ'S RMZ-IMD. This information includes plan-view maps that depict environmental information near the Outfalls 001 and 002 discharge location including: physical structures; other NPDES discharges; drinking water intakes; presence, habitat, and migration pathways of threatened and endangered species (based on Oregon Department of Fish and Wildlife (ODFW) records); fish spawning/rearing habitat (based on ODFW maps); cold water refugia (based on DEQ and ODFW studies); and nearby public parks and water uses.

An Updated Outfall Mixing Zone Study Report will be prepared and submitted to WES in 2026 for review. Based on the WES comments, the report will be revised and a final report will be submitted to WES for submittal to DEQ prior to November 2026. Two project review meetings will be held with WES by Microsoft Teams during this task.

Deliverables:

- Draft and Final Outfall Mixing Zone Study Report

8.3 Outfall Modifications Alternatives Analysis Evaluation (Optional Task)

If the results of the outfalls inspection and mixing zone inspection document that Outfalls 001 and 002 are not functioning as designed, then WES may authorize Jacobs to perform this task to develop feasible outfall modification alternatives to resolve the issues prior to the completion of Task 2. This task will only be performed after written authorization from WES. This task assumes three outfall modification alternatives will be developed and reviewed with WES. Two outfall modification alternatives will be

identified for dilution modeling using the model inputs developed under Task 2. If outfall modifications are needed to make the outfalls function properly, then the results of the selected outfall modification alternative will be included in the Updated Outfall Mixing Zone Study Report to be submitted to DEQ prior to November 2026. Two virtual project review meetings will be held with WES during this task.

Assumptions

- Hoodland WRRF staff will assist Jacobs personnel in setup and operation of dye injection equipment at the WRRF outfall outlet and WRRF will be responsible to setup the flow diversion into Outfall 002 (if feasible).
- Hoodland WRRF staff will assist Jacobs personnel to mobilize equipment to the outfall site on the Sandy River.
- Inspections of Outfall 001 and 002 can be performed in one field study day and no impairments to river flows at the outfall site (i.e. log jams) will preclude safe inspection and measurements on the river near the outfalls.
- WES will provide review of potential outfall modification alternatives concepts prior to Jacobs modeling of alternatives.

Deliverables:

- Meetings slides and notes.

Task 9 Plan Development

The purpose of this task is to develop a draft and final Plan document in accordance with the requirements of DEQ for approval by both WES and DEQ. The Plan will include the following chapters:

Executive Summary

Section 1: Introduction

Section 2: Planning Area Characteristics

Section 3: Population Projections

Section 4: Regulations and Policies

Section 5: Existing Wastewater Facilities

Section 6: Wastewater Characteristics

Section 7: Wastewater Treatment Facility Analysis

Section 8: Operations and Maintenance

Section 9: Capital Improvement Plan

Section 10: Financial Analysis

Appendices:

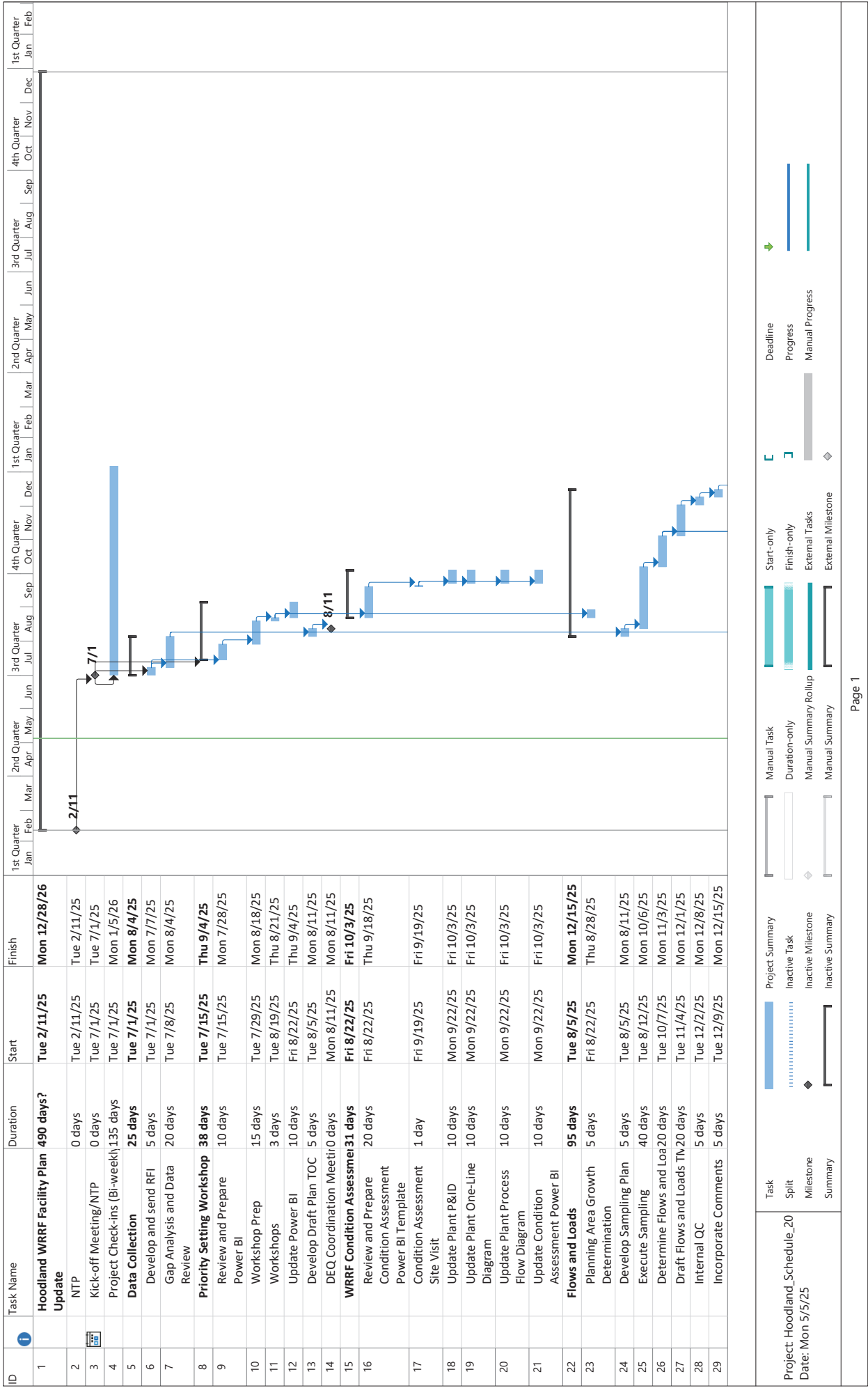
Mixing Zone and Outfall Inspection Report

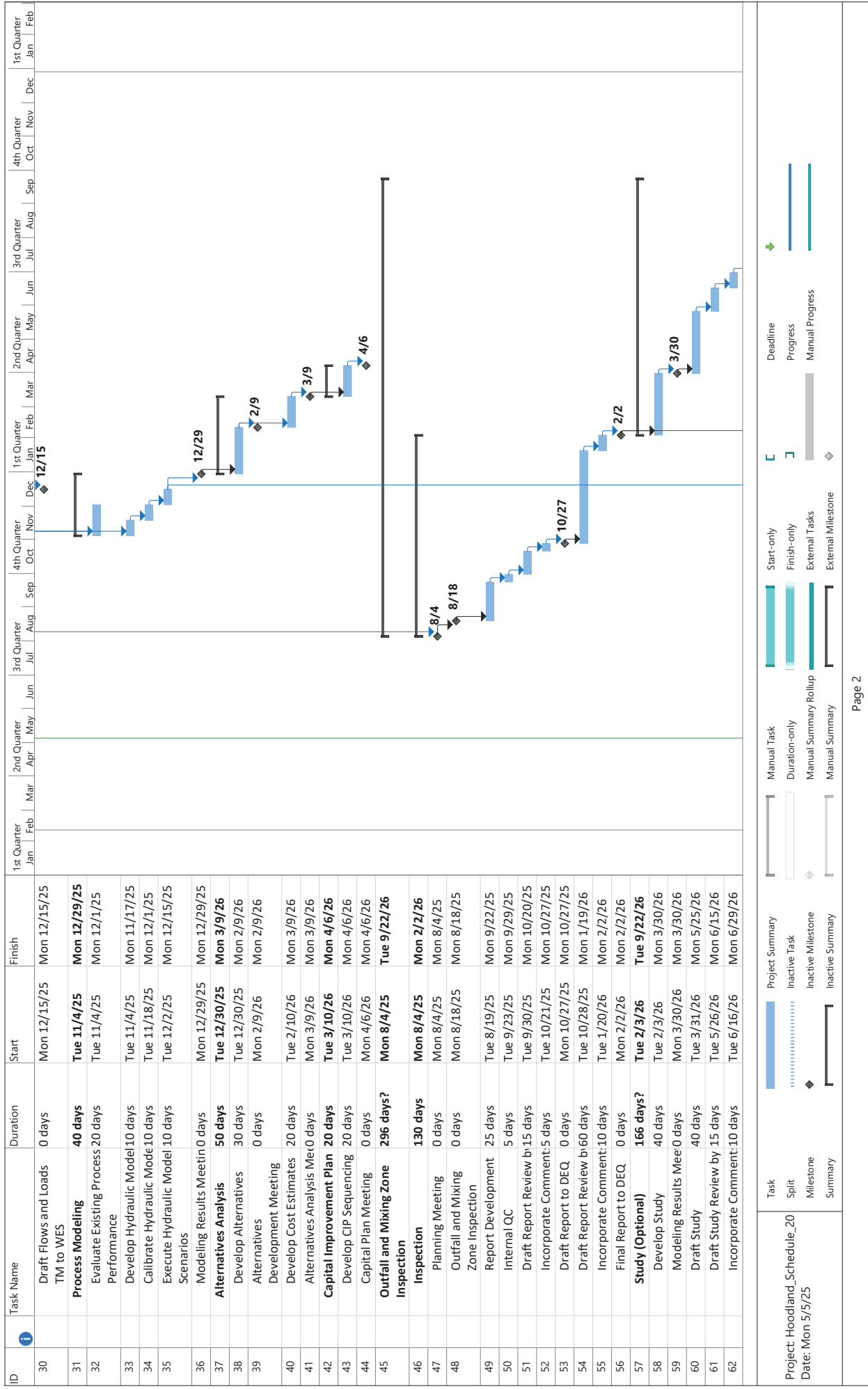
The draft Plan will be sent to WES for review. After WES's comments are addressed, the revised draft will be sent to DEQ for review. After DEQ's comments are addressed, the final stamped Plan will be sent to DEQ. It is assumed that the comments from WES will take no longer than 10 hours of effort to address and the comments from DEQ take no longer than 16 hours to address.



WES's draft Plan review comments will be discussed at a 2-hour Draft Plan Review Meeting. The subsequent draft Plan will be presented to DEQ at a 1-hour DEQ Draft Plan Presentation Meeting. DE's draft Plan review comments will be discussed at a 2-hour DEQ Draft Plan Review Meeting. The Consultant's Project Manager and Process Engineer will attend all meetings.

Deliverables:

- Draft and Final Plan in PDF format.
- Draft Plan Review Meeting agenda and notes.
- DEQ Draft Plan Presentation Meeting agenda and notes.
- DEQ Draft Plan Review Meeting agenda and notes.





ID	Task Name	Duration	Start	Finish	1st Quarter Jan Feb Mar	2nd Quarter Apr May Jun	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb
63	 Draft Study to DEQ	0 days	Mon 6/29/26	Mon 6/29/26					
64	Meeting with DEQ	0 days	Mon 6/29/26	Mon 6/29/26					
65	Draft Study Review by DEQ	60 days	Tue 6/30/26	Mon 9/21/26					
66	Final Study to DEQ	1 day?	Tue 9/22/26	Tue 9/22/26					
67	Alternatives Analysis (Optional)	60 days	Tue 2/3/26	Mon 4/27/26					
68	 Develop Alternatives	40 days	Tue 2/3/26	Mon 3/30/26					
69	Alternatives Meeting with WES	0 days	Mon 3/30/26	Mon 3/30/26					
70	Incorporate Alternatives into Draft	20 days	Tue 3/31/26	Mon 4/27/26					
71	Plan Development	270 days	Tue 12/16/25	Mon 12/28/26					
72	Develop Draft Plan	150 days	Tue 12/16/25	Mon 7/13/26					
73	Draft Plan QC	15 days	Tue 7/14/26	Mon 8/3/26					
74	Draft Plan Comments Meeting with WES	0 days	Mon 8/3/26	Mon 8/3/26					
75	Draft Plan Review Period	20 days	Tue 8/4/26	Mon 8/31/26					
76	Incorporate Comments	10 days	Tue 9/1/26	Mon 9/14/26					
77	Draft Plan Presentation	0 days	Mon 9/14/26	Mon 9/14/26					
78	Meeting with DEQ								
78	Draft Plan Review Period by DEQ	60 days	Tue 9/15/26	Mon 12/7/26					
79	Incorporate Comments	15 days	Tue 12/8/26	Mon 12/28/26					
80	Final Plan to DEQ	0 days	Mon 12/28/26	Mon 12/28/26					



Project: Hoodland_Schedule_20


Date: Mon 5/5/25


Task


Split


Milestone

Summary











Project Summary


Inactive Task


Inactive Milestone

Inactive Summary











Start-only

Finish-only

External Tasks

External Milestone








EXHIBIT B
FEE SCHEDULE

