

**CITY OF NEWPORT
TASK ORDER NO. 15**

OWRD Response #1

This TASK ORDER NO. 15 to the Engineering Services Agreement dated Sept 5, 2013, hereinafter called Agreement, between the City of Newport, (CITY), and HDR Engineering, Inc., (ENGINEER).

A. SCOPE OF SERVICES

CITY agrees to utilize the services of ENGINEER and ENGINEER agrees to perform engineering services as defined within the scope of work.

This PROJECT will include the scope of work as identified in the attached Task Order No. 15, OWRD Response #1 dated February 15, 2021.

B. CITY'S RESPONSIBILITIES

CITY to provide ENGINEER with the following information:

1. CITY shall assign appropriate reviewers to the project and compile and provide a single consolidated, coordinated, legible, and internally consistent copy of written review comments to Consultant for all draft documents and work products, as appropriate.
2. CITY shall provide timely review of submitted products, as appropriate.

C. COMPENSATION

1. CITY shall pay ENGINEER according to the revised fee schedule set forth in the attached scope of work.
2. Services provided under this Task Order No. 15 shall not exceed \$38,801.

D. MISCELLANEOUS

All terms and conditions of the Engineering Services Agreement apply to this Task Order No.15 as though fully set forth therein. In the event of a conflict between previous task orders and the Engineering Services Agreement, the terms of this Task Order No. 15 shall apply.

The parties do mutually agree to all mutual covenants and agreements contained within this Task Order No. 15.

CITY OF NEWPORT:

By: 

Title: City Manager

Date: 02-17-21

HDR Engineering, Inc.

By:  Tracy Ellwein
2021.02.18
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Title: Vice President

Date: 2/18/2021



Task Order 15

Big Creek Dam #2 – OWRD Response #1

City of Newport, Oregon

February 16, 2021

Introduction

The Oregon Water Resources Department (OWRD) Office for Dam Safety sent the City of Newport an official notice on January 22, 2021 to recategorize the Upper Big Creek Dam (BC#2) as unsafe. The notice included four action items, each associated with a deadline. This Task Order will cover the first action item to investigate the extent of internal erosion below the spillway conduit and submit a plan by March 1, 2021. The City requested a statement of work from HDR for the first action item task. The following tasks describe the level of effort to create that plan. The work will be performed under HDR’s existing on-call contract for dam safety-related services for the City.

Specific to this task order only, the Agreement, terms and conditions, and assumptions to the Master Service Agreement dated September 5, 2013 therein shall be modified as follows:

Design Criteria Disclaimer: City acknowledges that Engineer is designing based upon prevailing science and understanding of natural forces (including, but not limited to, flood, rain, temperature, earthquakes and wind) that indicates a dynamic and non-stationary system of potential loads. The City will be responsible for the selection of appropriate return intervals and design criteria for the project by their selection of extreme natural events for use in the design of the dam, levee or flood control system, upon which Engineer will base the design.

The following items will be included in this Task Order:

TASK 1	PROJECT MANAGEMENT	1
TASK 2	INVESTIGATION PLAN FOR THE EXTENT OF INTERNAL EROSION AT BC#2.....	2

Scope of Work

TASK 1 PROJECT MANAGEMENT

Objectives

HDR will provide Project Management to monitor/update the project scope of work, budget, and schedule; and provide appropriate communication and coordination with the City of Newport (City). This includes invoicing; planning and executing contracts; and schedule and budget management. Work activities described below will be provided for Project Management activities.

Work Tasks

- 1.1 Project Management
- 1.2 Project Setup/Closeout/Invoicing
- 1.3 Two virtual coordination meetings (each up to 2 hours in length) with City and State Dam Safety Engineering Department

Assumptions

- Total duration of this phase of the project is anticipated to be 3 months.
- City will participate in conference calls and workshops/meetings as appropriate.

Deliverables

- Monthly progress narrative and invoices
- Records of meetings and teleconference calls

TASK 2 INVESTIGATION PLAN FOR THE EXTENT OF INTERNAL EROSION AT BC#2

During the annual safety inspection of the BC#2 in May 2019, OWRD identified several seepage distress indicators requiring implementation of Level I notifications and enhanced monitoring activities described under the project's emergency action plan.

Under this task, HDR will assist the City with developing a plan to investigate seepage occurring through the spillway to find out if internal erosion is taking place inside the dam. HDR's support services will include:

- Research existing as-built drawings and photographs and other available documentation of the design of the BC#2 dam to gain an understanding of the design and to evaluate the as constructed conditions of the dam.
- Prepare for and conduct two joint conference calls with the State Engineer to seek input on the investigation program expectations and reporting requirements. Prepare a summary of the conference call for the record.
- Develop a phased investigation, evaluation, and monitoring program. The program will outline appropriate engineering analyses and evaluations, non-destructive investigations. HDR will provide a plan for different testing methods and prioritize the tests to maximize the value of the data obtained. The testing plan will be documented and reviewed with the City and State Engineer.
- Develop a budgetary cost for implementation of the first phase of the investigation plan.
- During a conference call on February 5, 2021, the State Engineer requested the investigation include the dam outlet pipe. A pipe inspection video from July 2019 shows seepage entering through defects in the pipe. HDR will include an evaluation of the video inspection relative to as-built conditions and assess the likelihood of embankment or foundation material erosion into the openings of the outlet pipe.

- Prepare a memorandum summarizing the findings and recommendations for the investigation program. This will include a preliminary schedule for monitoring, reporting activities, and interaction with the State Engineer.

Deliverables:

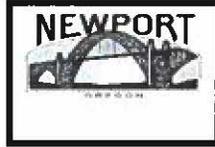
- Meeting notes
- Investigation Plan Memorandum to document investigation program recommendations

Assumptions:

- This task order includes development of an investigation plan for completion of the first item described in the official notice from OWRD only. Separate task orders will need to be issued to implement the plan, determine if erosion and piping is occurring, and address the other items in the notice.
- Drilling and instrumentation from within the spillway pipe or adjacent through the pipes from the surface of the dam is not included in this scope. Depending on the outcome of the direct observations, these exploration methods may need to be added later.
- The outlet pipe investigation is limited due to the non-destructive approach for this phase.
- The budgetary costs for subcontractors required for the next phase of work will be finalized under the next Task Order when subcontractors provide final bids and numbers. Any supplemental investigation costs will be added later.
- HDR and City personnel will conduct a joint phone call with the State Engineer's office describing the planned investigation program. The program will be responsive to input/guidance provided by the State Engineer and summarized in a set of conference call notes that will be reviewed by all parties and finalized as part of the monitoring program record.
- City personnel will continue to perform routine (day-to-day or as otherwise required) monitoring of the dam based on the monitoring plan and/or guidance provided by HDR.
- HDR may conduct up to two site visits to develop the plan as approved by the City. Additional site visits or engineering evaluations to assess the ongoing safety of the dam in support of the City's overall monitoring and assessment program would be performed under additional authorizations. Results of visits and data evaluation will be summarized in regular trip reports.
- HDR will perform consulting services and activities consistent with industry practices in a timely and responsive manner consistent with the safety concerns for the dam and as the City's existing monitoring results indicate. HDR will keep the City informed, to the degree reasonably possible under current circumstances, of risks and appropriate actions to reduce those risks based on industry practices.
- Visual Inspections: Some important conditions within the dam cannot be visually observed by HDR or City personnel and professional judgment may be required during inspection activities to identify and respond to conditions that may be changing. Even under the best of circumstances, hidden, covered, inaccessible, or internal structural or material defects; corrosion; or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected may not be readily discernible by external visual inspection through reasonable efforts. City personnel (with HDR support) should be prepared to take appropriate actions to address concerns through additional data gathering, expanded monitoring, or revised

reservoir operations consistent with the risk posed by the structure or as may be directed/required by the State Engineer.

- **HDR will not perform additional site visits for monitoring support during this task order period but rely upon the City's monitoring observations and evaluations.**
- **Maintenance and Monitoring of the Dam and Appurtenant Structures:** The safety of the dam is dependent upon the City's continued and effective operation and maintenance activities. Such activities must be performed in accordance with the City's existing monitoring plan; changing monitoring observations; and all other permits, laws and regulations, directives or requests by the State Engineer that permit the continued operation of the dam and its appurtenant structures including any supplemental Engineer prepared operations, maintenance, and monitoring plans or recommendations. The Engineer shall have no liability to City for any direct or consequential damage resulting from the City's failure to comply with monitoring plans, existing permits or directives, and/or recommendations from HDR and/or the State Engineer including but not limited to claims made by third-parties against Engineer.



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: HDR Engineering Task Order #15 - OWRD Response #1
Date: 2/17/21

Statement of Purpose: Dam Seepage Investigation

Department Head Signature: [Signature]

Remarks, if any: Supplemental budget adjustment planned for March 1st Council Meeting

City Attorney Review and Signature: [Signature] Date: 2/17/2021

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position	Date:
Budget Confirmed:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>		
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		
City Council Approval Needed:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Date: <u>12/10/2020</u>

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 2/17/21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 2/19/2021

Date posted on website: 2/19/21

