



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 14, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contract with Consor North America, Inc. for Engineering Design Services for the 2024 Transportation Maintenance Paving Projects. Total contract value is \$750,213. Funding is through County House Bill 2017 Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	12/12/23: Request for consent		
<b>Performance Clackamas</b>	The project will build a strong infrastructure.		
<b>Counsel Review</b>	Yes – Andrew Naylor	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Jordan Cools	<b>Contact Phone</b>	503-742-4654

**EXECUTIVE SUMMARY:** This contract will support staff with professional engineering design services for the Fischers Mill Rd, Haines Road, Overland Park, and Thompson Road paving projects. The project will result in 4.85 miles (25,634 feet) of pavement rehabilitation improvements. The services provided will be funded through HB2017 funding allocations.

The Fischers Mill Road Paving Project includes Fischers Mill Road from Clear Creek Bridge to Springwater Road, Harding Road from Springwater Road to Fischers Mill Road, and Strowbridge Road from Fischers Mill Road to Springwater Road. This package will pave approximately 2.0 miles of road. The Haines Road Paving Project includes Territorial Road from Haines Road to Hwy 99E and Haines Road from the beginning of County maintenance/Hwy 99E to Mulino Road. This package will pave approximately 1.8 miles of road. The Overland Park Paving Package includes Overland Street from 70th Avenue to Bell Avenue and Overland Street from 82<sup>nd</sup> Avenue to 70<sup>th</sup> Avenue. This package will pave approximately 0.65 miles of road. These paving package projects are expected to be constructed in 2024.

For Filing Use Only

The Thompson Road Paving Project includes Thompson Road from Fuller Road to 72nd Avenue. This package will pave approximately 0.4 miles and install 30 ADA ramps at 18 unsignalized intersection corners. This project is expected to be constructed in 2025.

The purpose of these paving projects is to continue to provide a safe and efficient connection to people, employment, goods, recreation, and emergency services by maintaining the pavements within the aforementioned project limits. The engineering and related services contract will provide project management, survey, geotechnical investigation services, utility coordination, design services for each paving project, right of entry requests, stakeholder outreach, and bid phase services for the project.

The total estimated design cost is \$750,213.00 with \$145,983 estimated for Fischers Mill Paving Package, \$145,798 for Haines Road Paving Package, \$109,840 for the Overland Park Paving Package, and \$348,592 for the Thompson Road Paving Packages. The design of the paving packages are anticipated to be complete by the spring of 2024, except for the Thompson Paving Package anticipated to be complete by the spring of 2025.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on August 1, 2023, through RFP 2023-63. Proposals were publicly opened on August 31, 2023. The County received four (4) Proposals in response to the RFP from Harper Houf Peterson Righellis Inc., Emerio Design, Wallis Engineering, and Consor North America, Inc. An evaluation committee of three DTD personnel evaluated the proposals and scored the Consor North America, Inc. proposal the highest. After notification of intent to award, the statement of work and project fees were negotiated and finalized.

**RECOMMENDATION:** Staff recommends that the Board of County Commissioners approve this Contract #8881 with Consor North America, Inc. for the Design Services for the 2024 Transportation Maintenance Paving Projects.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #8881**

This Personal Services Contract (this “Contract”) is entered into between **Conсор North America, Inc.**, (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Transportation and Development.

**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, 2025**.
- 2. Scope of Work.** Contractor shall provide the following services: engineering and design services for Clackamas County 2024 Transportation Maintenance Paving Projects (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Seven Hundred Fifty Thousand Two Hundred Thirteen dollars (\$750,213.00)**, 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 fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County 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: [Jsparks@clackamas.us](mailto:Jsparks@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 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 County Contacts.**

Contractor Administrator: Andrew Giesey Phone: 503.225.9010 Email: <a href="mailto:Andrew.Giesey@consoreng.com">Andrew.Giesey@consoreng.com</a>	County Administrator: Jon Sparks Phone: 503.964.4522 Email: <a href="mailto:Jsparks@clackamas.us">Jsparks@clackamas.us</a>
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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. County 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 six (6) 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 County 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 County 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 County 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, any negligent act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, 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 or based upon Contractor's acts or omissions in performing under this Contract.

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

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County 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, County 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 County 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 County 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 and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. 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 emailed to 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: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, 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, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 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 County, 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 County'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 County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County 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 County may reasonably request in order to fully vest such rights in County. 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, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County 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 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 County 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 County.
- 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, and 28, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County'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 County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County 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. County'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 County 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. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

**20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County 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 County, less any setoff to which the County is entitled.

**21. NO THIRD PARTY BENEFICIARIES.** County 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 of 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 County nor Contractor shall be held responsible for delay or default caused by events outside the County 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 County to enforce any provision of this Contract shall not constitute a waiver by County 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 County 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 County 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. 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.

**SIGNATURE PAGE FOLLOWS**



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

Consor North America, Inc.

Christopher Link Digitally signed by Christopher Link  
Date: 2023.12.04 11:28:13-08'00' 12/4/2023

\_\_\_\_\_  
Authorized Signature Date

Chris Link, District Manager, OR-ID  
Transportation

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
146807-14  
Oregon Business Registry #

\_\_\_\_\_  
DBC/Oregon  
Entity Type / State of Formation

Clackamas County

\_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
  
County Counsel Date 12/4/2023

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

# EXHIBIT A

## SCOPE OF WORK DESIGN SERVICES FOR 2024 PAVING PROJECTS CLACKAMAS COUNTY

### Introduction

The Clackamas County Department of Transportation and Development - Transportation Maintenance Division (County) maintains and repairs about 1,400 miles of County-owned surface streets of varying size and capacity requiring rehabilitation and preventative maintenance to keep them operational. The County has identified the three (3) paving projects (Fischers Mill Road, Haines Road, and Overland Park Paving Projects) to be constructed in the summer of 2024, and the Thompson Road Paving Project (with curb ramp retrofits) to be constructed in the spring/summer of 2025. Anticipated ramp retrofit locations are shown in Table 2. A total of 18 unsignalized intersection corners (30 ramps) are anticipated to be designed and reconstructed along Thompson Road to meet County ADA standards, or otherwise addressed with this project. The projects include planned street segments to be rehabilitated and designed by the Consultant and are listed below in Table 1. Curb ramp retrofit locations are listed below in Table 2.

Table 1: Road Rehabilitation List

Street	From	To	Length (ft)
Fischers Mill Rd	Clear Creek Bridge	Springwater Rd	4,752
Harding Rd	Springwater Rd	Fischers Mill Rd	370
Strowbridge Rd	Fischers Mill Rd	Springwater Rd	5,570
<b>Fischers Mill Rd Paving Project Subtotal</b>			<b>10,692</b>
Territorial Rd	Haines Rd	99E	2,640
Haines Rd	BCM/99E	Mulino Rd	6,758
<b>Haines Rd Paving Project Subtotal</b>			<b>9,398</b>
Thompson Rd	Fuller Rd	72 <sup>nd</sup> Ave	2,112
<b>Thompson Rd Paving Project Subtotal</b>			<b>2,112</b>
Overland St	70 <sup>th</sup> Ave	Bell Ave	581
Overland St	72 <sup>nd</sup> Ave	70 <sup>th</sup> Ave	2,851
<b>Overland Park Paving Project Subtotal</b>			<b>3,432</b>
<b>Total for all Four Paving Projects</b>			<b>25,634</b>

Table 2: Curb Ramp Retrofit List: Thompson Rd Paving Project

Intersection with Thompson Rd	Corners to Replace Ramps	Quantity of Ramps
Fuller Rd	NW/SW	4
79 <sup>th</sup> Ct	SW/SE	4
Cedar Ridge Ct	SW/SE	2
78 <sup>th</sup> Ct	NW/SW/SE/NE	8
77 <sup>th</sup> Ave	SW/SE	5
75 <sup>th</sup> Ct	SW/SE	4
74 <sup>th</sup> Ave	SW/SE/SE	3
<b>Total No. of Ramps</b>		<b>30</b>

## Consultant Project Delivery Team

Company	Discipline
Conсор	Project Management/Engineer of Record/Public Involvement Support
PBS	Topographic Survey (for curb ramps)/ROW Retracement and Engineering (at curb ramp locations)/Pre- and Post-construction Monument Survey
GRI	Pavement Investigations
UFS	Right of Way Services for ROE's

## County Responsibilities

The County will be responsible for the following:

- A. Provide a project manager who is responsible for overall project development and management and for coordination between the Consultant and the County.
- B. Review and verify the work scope, and design parameters for each project, including the locations of curb ramp retrofits and proposed standards.
- C. Review and process Consultant's monthly payment requests.
- D. Provide Consultant with the County's standard 11x17 drafting border, title block and drafting standards required to be followed.
- E. Provide Consultant with digital copies of the current County 00100 Special Provisions. County will also be responsible for preparing the front-end contract forms and assembling the bid-booklet.

- F. Provide Consultant with digital copies of relevant forms such as curb ramp and crosswalk designer checklists, inspection forms, and cost estimate/schedule of bid items templates.
- G. Review and approve right-of-way permit application(s) prepared by Consultant for design field work. It is assumed that the County will pay for all permit fees if applicable.
- H. Provide timely review and comment on reports, drawings, bid items and quantities, and estimate submitted by Consultant to County for review and approval. Assume County will provide review of submittals within 2 weeks.
- I. Coordinate communication among County staff, organize comments on deliverables, and provide unified feedback to the Consultant.
- J. Renew and continue to administrate the County-wide 1200-CA erosion control permit.
- K. No additional documentation is required for the project by Oregon DEQ, Water Environment Services (WES) or other permitting agencies while the 1200-CA umbrella permit remains in effect.
- L. Provide legal review of contracts, bid forms, and real property.
- M. Provide coordination and notifications as necessary to the public and business community regarding the nature and timing of the design and construction work to be completed.
- N. Manage the relationship with other jurisdictions (cities, ODOT, etc.) involved in the project, as needed.
- O. Participate in the geotechnical field walk-through with Consultant staff to verify pavement rehabilitation treatment as part of the 60% design submittal (see Task 4 and Task 6.1, 7.1, 8.2.1, and 9.1).
- P. Advertise and manage the bidding and construction contracting process.
- Q. Manage the right-of-way acquisition process beyond preparing the legal descriptions, exhibits, and impact maps.
- R. Manage the construction process.

## Scope of Services

Consultant will perform the following services.

### Task 1 - Project Management and Coordination

As part of the overall project management of the project, the Consultant will:

- A. Designate and coordinate the Consultant team.
- B. Schedule, prepare for, attend, and document project kickoff meeting. A project kickoff meeting will include the Consultant (assumed 3 Consor team members and 1 GRI team member), County Staff, and other project stakeholders. Project kick-off meeting will be held in-person at the County Transportation Maintenance office, unless otherwise agreed upon. Subconsultant budget is covered under Task 4.

- C. Prepare a detailed schedule showing all major tasks, meetings, and review milestones. Update the schedule after each milestone, as necessary (up to 2 schedule revisions assumed).
- D. Coordinate submittal and review by the County at the each milestone completion.
- E. Prepare detailed monthly progress reports with schedule updates, and progress billings and submit to the County for approval and payment.
- F. Schedule, prepare for, attend, and document up to six (6) combined work session meetings (4 design review meetings, and 2 others as needed). Work session meetings will include the Consultant (assumed 3 Consor team members and 1 sub-consultant team member), County Staff, and other project stakeholders. Work sessions will be held in-person at the County Transportation Maintenance office, unless otherwise agreed upon. Subconsultant budget is covered under Task 4.
- G. Conduct telephone and video call work sessions, up to two per month, to keep the project team informed about issues, decisions and impact. Document decisions in email format.
- H. Conduct internal Quality Control reviews for all submittals.
- I. Document action items from meetings, comments, and responses in a master comment/response log.
- J. Monitor and manage project scope, schedule and budget.

### *Assumptions:*

- A. Design phase is assumed to be as follows:
  - a. Fischers Mill Rd, Haines Road, and Overland Park Paving Projects: November 2023 through February 2024, with right-of-entry phase between February 2024 and June 2024. Post-construction monument survey work will take place after construction is complete, tentatively scheduled for Summer 2024.
  - b. Thompson Road Paving Project: November 2023 through November 2024, with right-of-way acquisition phase between March 2024 and November 2024. Post-construction monument survey work will take place after construction is complete, tentatively scheduled for Summer 2025.
- B. The 60% design work sessions/meeting (field walk) will be for all paving projects. Assume two working days to complete the field walk for all projects.
- C. Construction phase services are not included.
- D. Meetings will be held at 19246 Wacheno Pkwy, Oregon City, OR 97045, virtually online, or in the field as necessary.

### *Task 1 Deliverables:*

- A. Monthly progress reports, schedule updates and progress billings
- B. Project schedule, and schedule updates after design review meetings if necessary
- C. Meeting agendas and minutes

#### *Task 1.1: Project Management and Coordination for Fischers Mill Road Paving Project*

The Consultant will perform all work as described above.

#### *Task 1.2: Project Management and Coordination for Haines Road Paving Project*

The Consultant will perform all work as described above.

### *Task 1.3: Project Management and Coordination for Thompson Road Paving Project*

The Consultant will perform all work as described above.

### *Task 1.4: Project Management and Coordination for Overland Park Paving Project*

The Consultant will perform all work as described above.

## Task 2: Project Design Criteria – Reserved

The project design criteria is addressed under Task 6.1 utilizing the Field Verification Checklist.

## Task 3 - Surveying, Monumentation, and Boundary Resolution

As part of the topographic survey, boundary resolution, and monumentation of the project, the Consultant will:

- A. Topographic Survey
  - a. Survey work will include topographic and control/monument recovery survey for the 18 proposed curb ramp corners in Table 2. The proposed work includes field survey of existing above ground features (i.e. edge of pavement, pavement markings, curbs, sidewalks, driveways, mailboxes, buildings, walls, fences, significant landscaping, trees, underground and aboveground utilities, drainage facilities (with flowlines of upstream and downstream structures), etc.) as well as elevations. Topographic basemap will have one-foot contour intervals. The typical limits of survey for each corner include grid shots every 5 feet within 20 feet from the corner, in each direction. Beyond 20 feet from the corner, survey grid shots are collected every 10 feet for an additional 30 feet. Additionally, typical limits of survey extend from the curb line to the bike lane on collector/arterial roads, and to the roadway centerline of the minor street. The below ground utilities will be included from one-call locate paint marks and existing utility provided mapping.
- B. Pre-construction Survey
  - a. Conduct a Pre-Construction Survey along each paving project and curb ramp area in Table 1 and Table 2 during the design phase.
  - b. Review existing county records (i.e. surveys, plats, deeds and right-of-maps) for surveys conducted along the project corridor, within the proposed work area. Search for and tie property corners/monuments in the field. Backfill and cold patch all found monuments in paved surfaces as necessary.
  - c. Identify property corners/monuments on plan sheets and in AutoCAD format within the proposed work area. Provide construction notes to maintain and protect, adjust or install new boxes over existing monuments.
- C. Post-construction Surveys
  - a. Verify if any monuments need to be recovered after construction.
  - b. Check monument locations after construction and reset any monuments disturbed or destroyed.
    - a. Prepare and file a post-construction record of survey with the County's Surveyor.
- D. Boundary Resolution
  - a. Boundary resolution work for the 18 proposed curb ramp corners in Table 2. This includes research, additional field ties and boundary resolution necessary to develop right-of-way lines in improvement areas.
- E. Right-of-Way Descriptions and Exhibits

- a. Produce descriptions and exhibits, and impact maps for the County’s use in right-of-way acquisitions for up to 15 property corners. Calculate and write legal descriptions for the property acquisition of permanent right-of-way and for the property acquisition of temporary construction easements. Permanent right-of-way and temporary construction easements shall be combined into a single exhibit and description when a single property is involved. Each description shall be dated and stamped by a land surveyor licensed in the State of Oregon. Descriptions shall be provided in hard copy and electronic (PDF) format.
- b. Prepare right-of-way impact maps for up to 15 property corners, showing the proposed improvements and affected property items (trees, fences, etc.) located within permanent right-of-way and temporary construction easement areas.
- c. Coordinate with County for right-of-way or property information needed for preparing descriptions and exhibits, and right-of-way impact maps.
- F. Right-of-Way Staking
  - a. Stake the location of the proposed right-of-way acquisitions and easements for up to 15 properties during project development or at other times of County need.

### *Assumptions:*

- A. Topographic survey is only needed for curb ramp retrofits on Thompson Road. Pavement rehabilitation plans will be developed by tracing existing aerial mapping performed under Task 6.
- B. Horizontal positioning based on the Oregon Coordinate Reference System (OCRS) and elevations based on NAVD’88
- C. A pre-construction Record of Survey for pavement management/curb ramp retrofit type of work is not required to be submitted to the County.
- D. Consultant shall coordinate with the County surveyor for monumentation needs, including if existing monuments found during the pre-construction survey are required to be protected, adjusted, or placed inside a new monument box.
- E. Consultant will identify monument locations on the paving plans and indicate if the monument is to be protected, adjusted, or monument box be installed where none exists.
- F. Cost of Post-Construction Record of Survey review by the County Surveyor’s office and mylar filing fee are included.
- G. Cost of backfilling and cold patching found monuments are included.
- H. Clackamas County will provide recorded dedication documents in areas of right-of-way that need clarification and are not clear based on available online survey records.
- I. Consultant will obtain title reports, and will review and incorporate into the ROW CAD drawing file for up to 15 corners.
- J. Right-of-way acquisition tasks beyond production of the exhibits and descriptions, and impact maps will be the County’s responsibility.
- K. Right-of-way staking assumes up to 2 separate trips to the project site to perform staking activities.

#### *Task 3.1: Surveying, Monumentation, and Boundary Resolution for Fischers Mill Road Paving Project*

The Consultant will perform all work as described in Item B and Item C above.

#### *Task 3.2: Surveying, Monumentation, and Boundary Resolution for Haines Road Paving Project*

The Consultant will perform all work as described in Item B and Item C above.



### *Task 3.3: Surveying, Monumentation, and Boundary Resolution for Thompson Road Paving Project*

The Consultant will perform all work as described in Item A through Item F above.

### *Task 3.4: Surveying, Monumentation, and Boundary Resolution for Overland Park Paving Project*

The Consultant will perform all work as described in Item B and Item C above.

## *Task 3 Deliverables*

- A. Topographic basemap in AutoCAD format, Resolved right-of-way within CAD drawing file, and \*.dtm files for the 18 curb ramp corners on the Thompson Rd Paving Project
- B. Work at monument locations found during the Pre-Construction Survey shall be coordinated with the County survey office for monumentation needs such as protecting, adjusting, or installing a new monument box where none exists. Final monumentation work shall be shown on the paving plans.
- C. Post-Construction record of survey submitted to the Clackamas County Surveyor
- D. Legal descriptions and exhibits based on County provided template for up to 15 properties, if available.
- E. Impact maps for up to 15 properties based on County provided template, if available.

## **Task 4: Geotechnical Investigation**

Consultant will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, Consultant will determine an appropriate pavement rehabilitation method for each street section.

Specific services include the following:

### *Field Investigations:*

- A. Complete a generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions.
- B. Provide traffic control and traffic control plans when required. It is assumed permitting requirements and fees will be handled by County personnel.
- C. Complete Ground Penetrating Radar (GPR) testing on each road section in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street.
- D. Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data.
- E. Develop an exploration work plan and perform exploration field locates. A single work plan will cover all paving packages.
- F. Explore subsurface conditions in the proposed sections by completing core borings to depths of up to three feet below ground surface (BGS). It is assumed that up to 13 cores will be completed to compare GPR and FWD results with in-situ conditions for the subject streets identified in Table 1. In general, core explorations will be completed to approximately 2.5 feet BGS; however, in areas of unlocated or abandoned utility conflict, cores will be through the pavement surfacing only.

- G. Conduct dynamic cone penetration (DCP) testing at every core location per street section. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- H. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- I. Complete Falling Weight Deflectometer (FWD) testing on Fischers Mill Rd, Harding Rd, Territorial Rd, and Haines Rd in the outside wheel track of the main travel lanes, in both directions using a spacing of 250 feet.
- J. Analyze FWD data and provide estimated resilient moduli for the asphalt concrete, aggregate base, and subgrade (as applicable) to use in the rehabilitation design.
- K. Analyze traffic data to be provided by the County and calculate 20-, 15-year design equivalent single axle loading (ESAL).
- L. Conduct laboratory testing to determine the in-situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- M. Provide a summary of pavement capacity compared to 20-year design life.

### *Pavement Rehabilitation Design:*

- A. Provide a data report summarizing field investigation findings. No investigations will be performed on Thompson Road and the project will utilize the County's existing pavement report prepared by others for the Monroe Street Improvements Project.
- B. Conduct site visit for each street (with County staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and preliminary recommendations are available for reference.
- C. Develop recommended pavement designs.
  - a. Recommended pavement designs include asphalt overlay, asphalt grind and inlay, asphalt remove and replace and full depth reconstruction. Recommendations will also include recommendations for ACP leveling, spot repair, and subgrade repair.
  - b. It is anticipated that the project budget cannot support a full depth reconstruction option, but a pavement design is provided for 60% design cost estimating purposes (Task 6.1).
- D. Develop preliminary construction cost estimates based on draft and final pavement design recommendations (completed under Task 6.1, 7.1, 8.2.1, and 9.1)

### *Assumptions:*

- A. Permitting documentation for pavement explorations will be prepared by Consultant. Fees for pavement investigation permitting will be paid by the County. Pavement restoration from pavement cores will be performed by Consultant.
- B. Petroleum products or other potentially hazardous materials will not be encountered during subsurface explorations. If petroleum products or other potentially hazardous materials are encountered, Consultant will immediately stop the subsurface explorations, place the subcontractor and field staff on standby, and contact the County for further guidance. The standby time has not been included in the cost estimate and will be billed on a time and-expenses basis in accordance with the attached Fee Schedule.

- C. The project pavement design report for the Thompson Road Paving Project will be provided by the County through a separate County project (Monroe Street Improvements Project (prepared by others)). Consultant shall review the prior report and perform a field walkthrough with County staff to confirm the recommendations in the report and verify localized pavement failures for project plan development.

#### *Task 4.1 – Geotechnical Investigations for Fischers Mill Road Paving Project*

Specific services will be completed per Task 4. It is assumed up to 13 cores will be completed, FWD testing will be completed on Fischers Mill Rd. and Harding Rd.

#### *Task 4.2 – Geotechnical Investigations for Haines Road Paving Project*

Specific services will be completed per Task 4. It is assumed up to 10 cores will be completed and FWD testing will be completed on Territorial Rd. and Haines Rd.

#### *Task 4.3 – Geotechnical Investigations for Thompson Road Paving Project*

Specific services will include:

- A. Reviewing geotechnical or pavement design reports completed by others.
- B. Conduct site visit (with County staff if available) to complete site reconnaissance for the purpose of reviewing the pavement rehabilitation designs developed by others.

#### *Task 4.4 – Geotechnical Investigations for Overland Park Paving Project*

Specific services will be completed per Task 4. It is assumed up to 8 cores will be completed.

#### *Task 4 Deliverables:*

- A. Exploration work plan. A single work plan will cover all paving packages.
- B. Draft field investigation findings with recommended pavement rehabilitations, for use during the field visit with County staff.
- C. Draft data and design report summarizing field investigation findings and input/decisions/direction from the field visit with County staff. A single Pavement Design report will cover all paving projects. Draft pavement report due two weeks following the field visit with County staff.
- D. Final data and design report incorporating County comments due one week following comments on the draft report received from County staff.

## Task 5 – Utility Coordination

Minor utility conflicts are anticipated relative to pavement elevation changes and curb ramp replacements. Utility adjustments may include valve box (gas and water) adjustments and manhole (storm, sewer, telephone, and other) adjustments. Depending on each curb ramp design, above ground utility facilities may need to be adjusted or relocated. Adjustments to County-owned facilities (storm) will be incorporated into the design. Relocation of County storm catch basins will be avoided if possible, and design exceptions requested where feasible to avoid relocation.

Utility coordination efforts will include:

- A. Develop a utility contact information list.

- B. Email project information letters to utility companies involved to explain nature of the work and schedule.
- C. Issue conflict notices (utilities to determine potential conflicts) to impacted utilities via email with the 60% basemap for utilities to identify and resolve potential conflicts.
- D. Provide project plan updates via email to each utility at the 90% and 100% design phases.
- E. Coordinate with utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant will review each utility's relocation plans and proposed schedule, provide written comments and recommendations. Utility relocation work will be conducted pursuant to existing franchise agreements and require a street opening permit.
- F. Conduct a utility coordination meeting with utility service providers and prepare meeting minutes of the coordination meeting (assume 1 meeting per package).
- G. Document all utility timing requirements and relocation commitments via email or written letter delivered to the utility owner.

### *Assumptions:*

- A. Utility potholing of County-owned utilities will be performed by the County (as necessary).
- B. Franchise utilities are responsible for breaking valve cans loose prior to construction (gas/ water), performing vault/manhole minor adjustment of manholes (communications, sewer, etc.), and relocating utility poles and aerial lines if warranted.
- C. Budget assumes up to 10 utility providers that require coordination (power, communications (x3), water (x3), gas, storm and sewer (x3))

#### *Task 5.1: Utility Coordination for Fischers Mill Road Paving Project*

The Consultant will perform all work as described above.

#### *Task 5.2: Utility Coordination for Haines Road Paving Project*

The Consultant will perform all work as described above.

#### *Task 5.3: Utility Coordination for Thompson Road Paving Project*

The Consultant will perform all work as described above.

#### *Task 5.4: Utility Coordination for Overland Park Paving Project*

The Consultant will perform all work as described above.

### *Task 5 Deliverables:*

- A. Utility contact list per paving package.
- B. Project information letters and conflict notices to each affected utility.
- C. Reviewed utility relocation plans with comments and recommendations.
- D. Documentation of all utility timing requirements and relocation commitments delivered via email or written letter.

## Task 6: Design for Fischers Mill Road Paving Project

### *Task 6.1 – 60% Design*

During this phase Consultant will focus on developing the project basemap for use under Task 6.2. The project basemap will be developed by tracing high resolution aerial mapping in AutoCAD format. Additionally, Consultant will prepare 60% design level engineer's estimates and a memorandum that summarizes the draft pavement design recommendations (see Task 4) for the street list described in Table 1.

Specific requirements under this task include:

- A. Complete a review of the County's existing mapping, as-builts, topographic surveys and GIS information.
- B. Obtain NearMap hi-resolution aerial mapping, and trace face of curb or edge of pavement to create a paving basemap and delineate the paving limits.
- C. Prepare Field Verification Checklist for County review and comment.
  - a. No existing ADA compliance review work or new ADA ramp designs are anticipated.
  - b. No stormwater quality or quantity improvements are required.
  - c. Conduct site visit to field verify basemapping and identify potential areas of concern utilizing the Field Verification Checklist.
- D. Conduct site visit to field verify basemapping
- E. Prepare a 60% level cost estimate with 30% contingency, and bid schedule. Cost estimate bid items will be based on the 2024 ODOT/APWA Standard Specifications for Construction.
- F. Prepare a 60% design memorandum that summarizes the pavement design recommendations, the construction cost for each recommendation, and a brief discussion for each recommendation for the County's use in selecting the preferred pavement treatment for each street.
- G. Complete quality control/quality assurance reviews of 60% deliverables.
- H. Respond to County comments in a County provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at the geotech field review meeting (see Task 1) and resubmit at the following milestone.

### *Assumptions:*

- A. Submittal includes the aerial traced project basemap, and engineer's estimates for the draft pavement design recommendations associated with Task 4. Plans and special provisions will be developed at the 90% design milestone. The design team will utilize the project basemap, the draft pavement design recommendations and the engineer's estimates to conduct the geotechnical field review described in Task 1 and Task 4.
- B. Full depth reconstruction and cement treated base treatments are not anticipated for this paving project. Treatments include overlay, grind/inlay or asphalt remove and replace.
- C. Consultant will respond to one unified set of comments from the County.

### *Task 6.2 – 99% Design*

The 99% design submittal will be advanced from the 60% submittal (incorporating review comments as appropriate and submitting unsigned final PS&E documents). The street list will be adjusted as needed to

match available budget with corresponding adjustment in plans sheets. Additional tasks beyond those listed above include:

- A. Consultant will integrate the project basemap developed under Task 6.1 into project plan sheets.
- B. Prepare 99% construction plans (1" = 50' scale on 11"x17" sheets) and details to clearly describe the work to be constructed. Construction plans will include civil notes, details and typical sections, and street improvement plans for streets listed in Table 1.
- A. Prepare temporary traffic control detour plans (NTS) for "Local Access Only" for each stage of construction. Assume one (1) sheet for Stage 1-Stowbridge Rd closure and one (1) sheet for Stage 2-Fishers Mill Rd closure. Additional temporary traffic control requirements will be addressed in the project specifications and referenced 2024 ODOT Standard Drawings.
- C. Incorporate recommended pavement rehabilitation treatments for each street.
- D. Establish appropriate project limits, and edge and longitudinal treatment details. Include additional pavement rehabilitation details to clearly define the work as necessary.
- E. Prepare draft technical specifications in the 2024 ODOT/APWA format.
- F. Prepare 99% level cost estimate with 0% contingency and bid schedule. Contingency is covered under the bid item "Extra Work Done on Force Account Basis".
- G. Complete quality control/quality assurance reviews of 99% deliverables.
- H. Respond to County comments in a County-provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

### *Assumptions:*

- B. Consultant will respond to one unified set of comments from the County.
- C. No striping plans are required. Existing striping will be shown and noted for restoration on the construction plan sheets.
- D. No temporary traffic control plans are required. Provide temporary traffic control detour plans (NTS) for "Local Access Only".
- E. Erosion control plan will be provided by the County's Construction Contractor and the project is covered under the County's 1200-CA permit. Erosion control requirements will be described in the plan sheet General Notes and referenced ODOT Standard Drawings.
- F. Full depth reconstruction is not anticipated for this paving project. Pavement treatments include overlay, grind/inlay or asphalt remove and replace.

The following is the anticipated list of plan sheets for the Fischers Mill Road Paving Project:

Running Total	Sheets	Sheet Number	60%	99% & Final	Description
1	1	G1	No	Yes	Cover Sheet, Location Map, Index of Sheets
2	1	G2	No	Yes	Legend and General Notes
4	2	TC1 to TC2	No	Yes	Traffic Control Detours
7	3	C1 to C3	No	Yes	Typical Sections
11	4	C4 to C7	No	Yes	Paving Details
20	9	C8 to C16	No	Yes	Paving Plan and Notes

### Task 6.3 – Final Design

The final design submittal will be advanced from the 99% Design submittal (incorporating review comments as appropriate and seal/signing the Contract Documents).

### Task 6 Deliverables:

- A. Field Verification Checklist
- B. 60% basemap (PDF), cost estimate (PDF and Excel), and summary memorandum
- C. Electronic versions of the 99% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- D. Electronic versions of the Final signed Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- E. Comment/response logs.

## Task 7: Design for Haines Road Paving Project

### Task 7.1 – 60% Design

During this phase Consultant will focus on developing the project basemap for use under Task 7.2. The project basemap will be developed by tracing high resolution aerial mapping in AutoCAD format. Additionally, Consultant will prepare 60% design level engineer’s estimates and a memorandum that summarizes the draft pavement design recommendations (see Task 4) for the street list described in Table 1.

Specific requirements under this task include:

- A. Complete a review of the County’s existing mapping, as-builts, topographic surveys and GIS information.
- B. Obtain NearMap hi-resolution aerial mapping, and trace face of curb or edge of pavement to delineate the paving limits.
- C. Prepare Field Verification Checklist for County review and comment.
  - a. No existing ADA compliance review work or new ADA ramp designs are anticipated.
  - b. No stormwater quality or quantity improvements are required.

- c. Conduct site visit to field verify basemapping and identify potential areas of concern utilizing the Field Verification Checklist.
- D. Conduct site visit to field verify basemapping
- E. Prepare a 60% level cost estimate with 30% contingency, and bid schedule. Cost estimate bid items will be based on the 2024 ODOT/APWA Standard Specifications for Construction.
- F. Prepare a 60% design memorandum that summarizes the pavement design recommendations, the construction cost for each recommendation, and a brief discussion for each recommendation for the County's use in selecting the preferred pavement treatment for each street.
- G. Complete quality control/quality assurance reviews of 60% deliverables.
- H. Respond to County comments in a County provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at the geotech field review meeting (see Task 1) and resubmit at the following milestone.

### *Assumptions:*

- A. Submittal includes the aerial traced project basemap, and engineer's estimates for the draft pavement design recommendations associated with Task 4. Plans and special provisions will be developed at the 99% design milestone. The design team will utilize the project basemap, the draft pavement design recommendations and the engineer's estimates to conduct the geotechnical field review described in Task 1 and Task 4.
- B. Full depth reconstruction and cement treated base treatments are not anticipated for this paving project. Treatments include overlay, grind/inlay or asphalt remove and replace.
- C. Consultant will respond to one unified set of comments from the County.

### *Task 7.2 – 99% Design*

The 99% design submittal will be advanced from the 60% submittal (incorporating review comments as appropriate and submitting unsigned final PS&E documents). The street list will be adjusted as needed to match available budget with corresponding adjustment in plans sheets. Additional tasks beyond those listed above include:

- A. Consultant will integrate the project basemap developed under Task 7.1 into project plan sheets.
- B. Prepare 99% construction plans (1" = 50' scale on 11"x17" sheets) and details to clearly describe the work to be constructed. Construction plans will include civil notes, details and typical sections, and street improvement plans for streets listed in Table 1.
- C. Prepare temporary traffic control detour plans (NTS) for "Local Access Only" for each stage of construction. Assume one (1) sheet for Stage 1-Terrortial Rd closure, one (1) sheet for Stage 2-Haines Rd (north leg) closure, and Stage 3-Haines Rd (south leg) closure. Additional temporary traffic control requirements will be addressed in the project specifications and referenced 2024 ODOT Standard Drawings.
- D. Incorporate recommended pavement rehabilitation treatments for each street.
- E. Establish appropriate project limits, and edge and longitudinal treatment details. Include additional pavement rehabilitation details to clearly define the work as necessary.
- F. Begin ODOT Right-of-Way permit coordination activities for upcoming construction activities adjacent to ODOT highways (OR99E). The intent is to understand the restrictions/requirements that will be placed upon the Contractor for inclusion in the Contract Documents. The



Contractor will be responsible for obtaining and/or finalizing the ODOT right-of-way permit for work on OR99E.

- G. Prepare draft technical specifications in the 2024 ODOT/APWA format.
- H. Prepare 99% level cost estimate with 0% contingency and bid schedule. Contingency is covered under the bid item “Extra Work Done on Force Account Basis”.
- I. Complete quality control/quality assurance reviews of 99% deliverables.
- J. Respond to County comments in a County-provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

**Assumptions:**

- A. Consultant will respond to one unified set of comments from the County.
- B. No striping plans are required. Striping will be shown on the construction plan sheets.
- C. No temporary traffic control plans are required. Provide temporary traffic control detour plans (NTS) for “Local Access Only”.
- D. Erosion control plan will be provided by the County’s Construction Contractor and the project is covered under the County’s 1200-CA permit. Erosion control requirements will be described in the plan sheet General Notes and referenced ODOT Standard Drawings.
- E. Full depth reconstruction is not anticipated for this paving project. Pavement treatments include overlay, grind/inlay or asphalt remove and replace.

The following is the anticipated list of plan sheets for the Haines Road Paving Project:

Running Total	Sheets	Sheet Number	60%	99% & Final	Description
1	1	G1	No	Yes	Cover Sheet, Location Map, Index of Sheets
2	1	G2	No	Yes	Legend and General Notes
5	3	TC1 to TC3	No	Yes	Traffic Control Detours
7	2	C1 to C2	No	Yes	Typical Sections
10	3	C3 to C5	No	Yes	Paving Details
18	8	C6 to C12	No	Yes	Paving Plan and Notes

*Task 7.3 – Final Design*

The final design submittal will be advanced from the 99% Design submittal (incorporating review comments as appropriate and seal/signing the Contract Documents).

**Task 7 Deliverables:**

- A. Field Verification Checklist
- B. 60% basemap (PDF), cost estimate (PDF and Excel) and summary memorandum

- C. Electronic versions of the 99% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- D. Electronic versions of the Final signed Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- E. Comment/response logs.

## Task 8: Design for Thompson Road Paving Project

### *Task 8.1 – 30% Curb Ramp Design*

During this phase Consultant will focus on developing conceptual curb ramp sketches utilizing readily available aerial and streetview imagery to identify feasibility issues related to retrofitting ADA curb ramps to current County ADA standards. Specific requirements under this task include:

- A. Complete office desktop review at each street crossing within paving limits utilizing readily available aerial and streetview imagery. Where sidewalks do not exist or where mid-block end of walk conditions exist, no curb ramps are required for County ADA compliance.
- B. Complete follow-up field evaluation of existing intersection corners noted in Table 2. Gather and document existing conditions including sidewalk width, curb width, curb exposure, grades, slopes, counterslopes, back of walk conditions (grass, shrubs, fence, etc.), and all pertinent information needed for proposed double ramp curb ramp layout.
- C. Develop conceptual sketches of curb ramps on streetview imagery with approximate ramp limits for use in developing future curb ramp details. Designs shall conform with County ADA Standards, and PROWAG. ODOT/APWA standard drawings will be referenced as part of the Contract Documents that support the approved project curb ramp designs. Consultant shall indicate potential ADA design exception requests where applicable utilizing the County's current ADA Assessment Checklist..

### *Assumptions:*

- A. Curb ramp retrofit designs are anticipated to be double ramps (two ramps per corner).

### *Task 8.2 – 60% Design*

#### *Task 8.2.1 – 60% Pavement Rehabilitation Design*

During this phase Consultant will focus on developing the project pavement rehabilitation basemap for use under Task 8.3. The project basemap will be developed by tracing high resolution aerial mapping in AutoCAD format. Additionally, Consultant will prepare 60% design level engineer's estimate utilizing the County provided pavement design recommendations from the Monroe Street Improvements Project (prepared by others) for the street list described in Table 1.

Specific requirements under this task include:

- A. Complete a review of the County's existing mapping, as-builts, topographic surveys and GIS information.
- B. Obtain NearMap hi-resolution aerial mapping, and trace face of curb or edge of pavement to delineate the paving limits.
- C. Prepare Field Verification Checklist for County review and comment.
  - a. No existing ADA compliance review is anticipated.

- b. No stormwater quality or quantity improvements are required.
- c. Conduct site visit to field verify basemapping and identify potential areas of concern utilizing the Field Verification Checklist.
- D. Conduct site visit to field verify basemapping
- E. Prepare a 60% level cost estimate with 30% contingency, and bid schedule. Cost estimate bid items will be based on the 2024 ODOT/APWA Standard Specifications for Construction.
- F. No 60% design memorandum is required for this paving project, as the pavement report will be provided by the County from a separate project (prepared by others).
- G. Complete quality control/quality assurance reviews of 60% deliverables.
- H. Respond to County comments in a County provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at the geotech field review meeting (see Task 1) and resubmit at the following milestone.

*Assumptions:*

- A. Submittal includes engineer's estimate based on the County provided pavement report from the County's Monroe Street Improvements Project (prepared by others).
- B. Plans and special provisions will be developed at the 90% design milestone. The design team will utilize the project basemap, the County provided pavement design report for the Monroe Street Improvements Project (prepared by others), and the engineer's estimates to conduct the geotechnical field review described in Task 1 and Task 4.
- C. Full depth reconstruction and cement treated base treatments are not anticipated for this paving project. Treatments include overlay, grind/inlay or asphalt remove and replace.
- D. Consultant will respond to one unified set of comments from the County.

*Task 8.2.2 – 60% Curb Ramp Retrofit Design*

The purpose of the 60% level ADA design is to identify right of way needs, utility conflicts, cost and other feasibility issues related to retrofitting ADA curb ramps to current standards. Consultant will advance designs from the 30% concept design stage under Task 8.1 and provide preliminary designs for each ADA curb ramp corner location noted in Table 2 using the pocket topographic survey under Task 3, so that ADA and right-of-way requirements, the identification of utility and drainage conflicts, and cost can be identified early in the Project. Design work includes the following:

- A. Utilize the 30% concept designs under Task 8.1 and pocket topographic survey at curb ramp corners
- B. Prepare 60% curb ramp detail sheets (2D ramp details utilizing pocket topographic survey) to clearly describe the work to be constructed. The anticipated scale for curb ramp details will be at 1"=5' on 11x17 sheets with one corner per sheet shown.
- C. Prepare a 60% level cost estimate for the curb ramp work in a format acceptable to the County.
- D. Complete County-provided draft curb ramp checklists for 30 new ramp designs.
- E. Complete up to 7 draft design exceptions utilizing the County's ADA Facility Exception Request Form for each intersection requiring an exception from the County's ADA standards. Multiple exceptions can be combined into one request form per intersection, and an average effort of eight (8) hours per exception is assumed.
- F. Complete up to 11 draft crosswalk closures using County provided forms for each crossing request. Effort under this task will be addressed under the curb ramp retrofit design budget associated with the crosswalk closure request.

### *Assumptions:*

- A. Proposed curb ramp retrofits will be designed using a 2D “streamlined design” approach to develop approximate total footprint for bidding purposes, and identify ROW acquisition needs. Final layouts for all curb ramp retrofits will be coordinated in the field with the Contractor to meet the County’s ADA standards. No grading details with elevations will be provided. The 2D streamlined design approach will be enhanced using pocket topographic survey obtained by the project, and detailing a grading plan for the Engineer’s use to more accurately define the curb ramp retrofit geometry and meet County ADA requirements. The grading plan will not be included in the project plans. To limit effort in developing the project plans, the plans will utilize the topographic survey as the existing basemap and show proposed curb ramp layout information similar to the streamlined design approach details.
- B. Double ramps (two ramps per corner) shall be designed, identifying “maximum extent feasible” elements where ADA compliance is not met.
- C. Where pocket topographic survey is completed at ramp corners, the right-of-way line will be resolved under Task 3, and right-of-way acquisition pursued once proposed right-of-way acquisition and/or temporary construction easement areas are confirmed by the County.
- D. Remove and reinstall existing permanent signs on existing posts where in conflict with curb ramp work. It is assumed existing pavement marking locations (crosswalks and stop bars) will change significantly with double ramp designs and will require relocation.
- E. Provide crosswalk closure barricade details where crossings are to be closed. It is assumed that no formal Crosswalk Closure documentation is required beyond a design exception.
- F. No illumination (street lighting and/or pedestrian lighting) upgrades are addressed under this scope of work.
- G. Sight distance analysis will not be required. The geometry of the curb ramps will be evaluated but the safety or location of the curb ramps will be not evaluated.
- H. Consultant will respond to one unified set of comments from the County for the 60% submittal.

### *Task 8.3 – 90% Design*

#### *Task 8.3.1 – 90% Pavement Rehabilitation Design*

The 90% design submittal will be advanced from the 60% submittal (incorporating review comments as appropriate and submitting 90% PS&E documents). The street list will be adjusted as needed to match available budget with corresponding adjustment in plans sheets. Additional tasks beyond those listed above include:

- A. Consultant will integrate the project basemap developed under Task 8.2.1 into project plan sheets.
- B. Prepare 90% construction plans (1” = 50’ scale on 11”x17” sheets) and details to clearly describe the work to be constructed. Construction plans will include civil notes, details and typical sections, and street improvement plans for streets listed in Table 1.
- C. Incorporate recommended pavement rehabilitation treatments for each street.
- D. Establish appropriate project limits, and edge and longitudinal treatment details.
- E. Begin ODOT Right-of-Way permit coordination activities for upcoming construction activities adjacent to ODOT highways (OR213/82<sup>nd</sup> Ave). The intent is to understand the restrictions/requirements that will be placed upon the Contractor for inclusion in the Contract Documents.

The Contractor will be responsible for obtaining and/or finalizing the ODOT right-of-way permit for work on OR213.

- F. Prepare draft technical specifications in the 2024 ODOT/APWA format.
- G. Prepare 90% level cost estimate with 10% contingency and bid schedule.
- H. Complete quality control/quality assurance reviews of 90% deliverables.
- I. Respond to County comments in a County-provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

*Assumptions:*

- A. Consultant will respond to one unified set of comments from the County.
- B. No striping plans are required. Striping will be shown on the construction plan sheets.
- C. Prepare temporary traffic control detail sheets showing TPAR diversion/detour details for ADA work. Prepare temporary traffic control detour plans (NTS) for “Local Access Only” for each stage of construction. Assume one (1) sheet for Stage 1-Thompson Road closure for paving work. Additional temporary traffic control requirements will be addressed in the project specifications and referenced 2024 ODOT Standard Drawings.
- D. Erosion control plan will be provided by the County’s Construction Contractor and the project is covered under the County’s 1200-CA permit
- E. Full depth reconstruction is not anticipated for this paving project. Pavement treatments include overlay, grind/inlay or asphalt remove and replace.
- F. Curb ramp construction notes will be shown on the Paving Plans.

*Task 8.3.2 – 90% Curb Ramp Retrofit Design*

The 90% curb ramp retrofit design submittal will be advanced from the 60% submittal, incorporating review comments. Additional detail and clarifications will be made to the plans as needed. Consultant will develop temporary pedestrian routing details and other design details to support the work. Temporary pedestrian routing plans will include a typical detour and diversion plan that may be used at a given corner if the Contractor elects as part of its submittal during construction. Traffic Control plans will not be included, as it is assumed that the project specifications and ODOT standard drawings will address traffic control needs.

*Assumptions:*

- A. Curb ramp construction notes will be shown on the Paving Plans.
- B. Specifications will follow the 2024 Oregon Standard Specifications for Construction.
- C. County to supply Boiler Plate Special Provision Sections 00100s.
- D. County will complete the bid booklet for incorporation into the project Contract Documents.
- E. Consultant will respond to one unified set of comments from the County for the 90% submittal.

*Task 8.4 – Final Design*

*Task 8.4.1 – Final Pavement Rehabilitation Design*

The final design submittal will be advanced from the 90% Design submittal (incorporating review comments as appropriate and seal/signing the Contract Documents).

### Task 8.4.2 – Final Curb Ramp Retrofit Design

The final design submittal will be advanced from the 90% Design submittal (incorporating review comments as appropriate and seal/signing the Contract Documents).

The following is the anticipated list of plan sheets for the Thompson Road Paving Project:

Running Total	Sheets	Sheet Number	30%	60%	90% & Final	Description
1	1	G1	No	No	Yes	Cover Sheet, Location Map, Index of Sheets
2	1	G2	No	No	Yes	Legend and General Notes
4	2	TC1 to TC2	No	No	Yes	TCP/TPAR Details
6	2	EC1 to EC2	No	No	Yes	Erosion Control Plan
7	1	C1	No	No	Yes	Paving Typical Sections
10	3	C2 to C4	No	No	Yes	Paving Details
11	1	C5	No	Yes	Yes	Curb Ramp Typical Section
29	18	C6 to C24	No	Yes	Yes	Curb Ramp Details
31	2	C25 to C26	No	No	Yes	Paving Plan and Notes

### Task 8 Deliverables:

- A. County ADA Assessment Checklists
- B. 30% Conceptual Curb Ramp Designs (PDF)
- C. Field Verification Checklist for pavement rehab streets (PDF)
- D. 60% paving basemap (PDF), and paving cost estimate (PDF and Excel) for use in the pavement investigation walkthrough
- E. 60% curb ramp retrofit detail sheets (PDF)
- F. County ADA Design Exception Requests (including crosswalk closure justification)
- G. Electronic versions of the 90% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- H. Electronic versions of the Final signed Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- I. Comment/response logs.

## Task 9: Design for Overland Park Paving Project

### Task 9.1 – 60% Design

During this phase Consultant will focus on developing the project basemap for use under Task 9.2. The project basemap will be developed by tracing high resolution aerial mapping in AutoCAD format. Additionally, Consultant will prepare 60% design level engineer's estimates and a memorandum that summarizes the draft pavement design recommendations (see Task 4) for the street list described in Table 1.

Specific requirements under this task include:

- A. Complete a review of the County’s existing mapping, as-builts, topographic surveys and GIS information.
- B. Obtain NearMap hi-resolution aerial mapping, and trace face of curb or edge of pavement to delineate the paving limits.
- C. Prepare Field Verification Checklist for County review and comment.
  - a. No existing ADA compliance review work or new ADA ramp designs are anticipated.
  - b. No stormwater quality or quantity improvements are required.
  - c. Conduct site visit to field verify basemapping and identify potential areas of concern utilizing the Field Verification Checklist.
- D. Conduct site visit to field verify basemapping
- E. Prepare a 60% level cost estimate with 30% contingency, and bid schedule. Cost estimate bid items will be based on the 2024 ODOT/APWA Standard Specifications for Construction.
- F. Prepare a 60% design memorandum that summarizes the pavement design recommendations, the construction cost for each recommendation, and a brief discussion for each recommendation for the County’s use in selecting the preferred pavement treatment for each street.
- G. Complete quality control/quality assurance reviews of 60% deliverables.
- H. Respond to County comments in a County provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at the geotech field review meeting (see Task 1) and resubmit at the following milestone.

### *Assumptions:*

- A. Submittal includes the aerial traced project basemap, and engineer’s estimates for the draft pavement design recommendations associated with Task 4. Plans and special provisions will be developed at the 99% design milestone. The design team will utilize the project basemap, the draft pavement design recommendations and the engineer’s estimates to conduct the geotechnical field review described in Task 1 and Task 4.
- B. Full depth reconstruction and cement treated base treatments are not anticipated for this paving project. Treatments include overlay, grind/inlay or asphalt remove and replace.
- C. Consultant will respond to one unified set of comments from the County.

### *Task 9.2 – 99% Design*

The 99% design submittal will be advanced from the 60% submittal (incorporating review comments as appropriate and submitting unsigned final PS&E documents). The street list will be adjusted as needed to match available budget with corresponding adjustment in plans sheets. Additional tasks beyond those listed above include:

- A. Consultant will integrate the project basemap developed under Task 9.1 into project plan sheets.
- B. Prepare 99% construction plans (1" = 50' scale on 11"x17" sheets) and details to clearly describe the work to be constructed. Construction plans will include civil notes, details and typical sections, and street improvement plans for streets listed in Table 1.
- C. Prepare temporary traffic control detour plans (NTS) for “Local Access Only” for each stage of construction. Assume one (1) sheet for Stage 1-Overland St closure. Additional temporary traffic control requirements will be addressed in the project specifications and referenced 2024 ODOT Standard Drawings.

- D. Incorporate recommended pavement rehabilitation treatments for each street.
- E. Establish appropriate project limits, and edge and longitudinal treatment details.
- F. Begin ODOT Right-of-Way permit coordination activities for upcoming construction activities adjacent to ODOT highways (OR213/82<sup>nd</sup> Ave). The intent is to understand the restrictions/requirements that will be placed upon the Contractor for inclusion in the Contract Documents. The Contractor will be responsible for obtaining and/or finalizing the ODOT right-of-way permit for work on OR213.
- G. Prepare draft technical specifications in the 2024 ODOT/APWA format.
- H. Prepare 99% level cost estimate with 0% contingency and bid schedule. Contingency is covered under the bid item “Extra Work Done on Force Account Basis”.
- I. Complete quality control/quality assurance reviews of 99% deliverables.
- J. Respond to County comments in a County-provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

**Assumptions:**

- A. Consultant will respond to one unified set of comments from the County.
- B. No striping plans are required. Existing striping will be shown and noted for restoration on the construction plan sheets.
- C. No temporary traffic control plans are required. Provide temporary traffic control detour plans (NTS) for “Local Access Only”.
- D. Erosion control plan will be provided by the County’s Construction Contractor and the project is covered under the County’s 1200-CA permit. Erosion control requirements will be described in the plan sheet General Notes and referenced ODOT Standard Drawings.
- E. Full depth reconstruction is not anticipated for this paving project. Pavement treatments include overlay, grind/inlay or asphalt remove and replace.

The following is the anticipated list of plan sheets for the Overland Park Paving Project:

Running Total	Sheets	Sheet Number	60%	99% & Final	Description
1	1	G1	No	Yes	Cover Sheet, Location Map, Index of Sheets
2	1	G2	No	Yes	Legend and General Notes
3	1	TC1	No	Yes	Traffic Control Detours
4	1	C1	No	Yes	Typical Sections
7	3	C2 to C4	No	Yes	Paving Details
10	3	C5 to C7	No	Yes	Paving Plan and Notes



### *Task 9.3 – Final Design*

The final design submittal will be advanced from the 99% Design submittal (incorporating review comments as appropriate and seal/signing the Contract Documents).

### ***Task 9 Deliverables:***

- A. Field Verification Checklist
- B. 60% basemap (PDF), cost estimate (PDF and Excel), and summary memorandum
- C. Electronic versions of the 99% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- D. Electronic versions of the Final signed Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- E. Comment/response logs.

## **Task 10: Right of Entry Requests**

Consultant will obtain a Right of Entry for driveway connection work beyond the existing approximate tax lot right-of-way line.

The Consultant will need to obtain current vesting deeds for properties within the project boundaries.

The Consultant will create a Status Excel spreadsheet to include property owner name, mailing address, site address, tax lot number, status and other associated data for each property needing a Right of Entry (ROE). Consultant will use their own data sources. The spreadsheet should be distinctly grouped by road.

For each property needing ROE, the Consultant will use their own data sources to get a copy of the last vesting deed to be used to verify ownership and the owner's mailing address information if different than the site address, and enter the information into the spreadsheet.

For each property, the Consultant will prepare and mail a Letter of Request for ROE, 2 copies of a ROE form, one stamped, self-addressed return envelope and the business card of the Agent signing the letter. The letter of request will be submitted to the County for review before use. The letter should be printed on County letterhead.

The Consultant will use the County ROE form. Prepared and proofed ROEs will be scanned into one file and emailed to the County for signature by the County Project Manager. The signed ROEs will be scanned into one file and emailed back to the Consultant for use in the mailings. ROE date mailed and date returned will be tracked in the spreadsheet.

The Consultant will be required to answer phone calls and emails from property owners. A comments column in the spreadsheet should be used to track the date, names of both parties to the conversation, and very brief summary for all phone calls or emails received.

If after 45 days from date of mailing no phone call or ROE has been returned, the Consultant will repeat the process one time. The second mailing will contain a "Second Request Letter" along with 2 copies of the ROE. The "Second Request Letter" will be submitted to the County for review before mailing.

The Consultant will keep the spreadsheet current and will email a copy to the County weekly on a mutually agreed upon day of the week.

Acquired ROE originals will be mailed to the County on a mutually agreed upon schedule. Digital copies of acquired ROE's will be emailed to County on a mutually agreed upon schedule.

### ***Assumptions:***

- A. County will provide an example or template ROE form.

### ***Task 10 Deliverables:***

- A. Status Reports
- B. Copies of vesting deeds
- C. Rights of Entry forms

#### *Task 10.1: Right of Entry Requests for Fischers Mill Road Paving Project*

The Consultant will perform all work as described above. It is assumed a right of entry will be required for 10% of the non-curbed properties (10 total requests) adjacent to the roads included in this paving package.

#### *Task 10.2: Right of Entry Requests for Haines Road Paving Project*

The Consultant will perform all work as described above. It is assumed a right of entry will be required for 10% of the non-curbed properties (15 total requests) adjacent to the roads included in this paving package.

#### *Task 10.3: Right of Entry Requests for Thompson Road Paving Project*

The Consultant will perform all work as described above. It is assumed a right of entry will be required for 2 of the non-curbed properties (2 total requests) adjacent to the roads included in this paving package.

#### *Task 10.4: Right of Entry Requests for Overland Park Paving Project*

The Consultant will perform all work as described above. It is assumed a right of entry will be required for 10% of the non-curbed properties (10 total requests) adjacent to the roads included in this paving package.

## **Task 11 – Stakeholder Outreach**

The County will perform all work in-house for this task, with Consultant support as requested.

Consultant will coordinate with the County on communications strategy and planning for key stakeholders affected by the project to explain project benefits, paving and curb ramp retrofit impacts, and proposed schedule. Specific requirements under this task include:

The consultant will draft a communications plan for each of the four projects including overall messaging and strategy, recommended communications tools, and schedule.

The consultant will coordinate and attend up to 3 public involvement team meetings (meetings cover all four paving projects) to plan ongoing communications with the community.

The consultant will provide content for a postcard mailing to the impacted neighbors for each project site. No design figures are anticipated for use in postcard content.

The consultant will provide content for social media posts and a project webpage for each project site, including one update if needed as the project progresses.

### ***Assumptions:***

- A. Consultant will develop communications plans based on information from project design team and Clackamas County.
- B. County will be responsible for implementing the plan.
- C. County will design and pay the cost for any postcards or other printed materials.
- D. Consultant will provide messaging and content for webpage. County will host and update webpage content.
- E. Meetings will be virtual and will not require in-person attendance.

### ***Task 10 Deliverables:***

- A. Consultant will develop communications plans based on information from project design team and Clackamas County.
- B. County will be responsible for implementing the plan.
- C. County will design and pay the cost for any postcards or other printed materials.
- D. Consultant will provide messaging and content for webpage. County will host and update webpage content.
- E. Meetings will be virtual and will not require in-person attendance.

#### *Task 11.1: Stakeholder Outreach for Fischers Mill Road Paving Project*

The Consultant will perform all work as described above.

#### *Task 11.2: Stakeholder Outreach for Haines Road Paving Project*

The Consultant will perform all work as described above.

#### *Task 11.3: Stakeholder Outreach for Thompson Road Paving Project*

The Consultant will perform all work as described above.

#### *Task 11.4: Stakeholder Outreach for Overland Park Paving Project*

The Consultant will perform all work as described above.

## **Task 12 – Bid Phase Services**

The County will publish, advertise and be the primary point of contact for bidder inquiries. The Consultant will provide bidding assistance, including responding to questions from potential construction contractors and suppliers to the County about the Plans and Specifications during the bidding process, and completion of minor addenda, if necessary, to clarify the documents.

Consultant will prepare up to one (1) addendum per paving package and assist the County in responding to bidder inquiries during the bid period.

## Assumptions:

- A. A pre-bid meeting will not be conducted.

### *Task 12.1: Bid Phase Services for Fischers Mill Road Paving Project*

The Consultant will perform all work as described above.

### *Task 12.2: Bid Phase Services for Haines Road Paving Project*

The Consultant will perform all work as described above.

### *Task 12.3: Bid Phase Services for Thompson Road Paving Project*

The Consultant will perform all work as described above.

### *Task 12.4: Bid Phase Services for Overland Park Paving Project*

The Consultant will perform all work as described above.

## Task 12 Deliverables:

- A. Up to one (1) addenda (1 per package) in electronic format.
- B. Up to eight (8) written responses to questions (2 per package).

## Budget

Consor proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$750,213 in accordance with the attached Exhibit B. Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates and direct expenses are as shown in the Schedule of Charges in accordance with the attached Exhibit C. Subconsultants, when required by the Consultant, will be charged at actual costs.

## Work Schedule

Completion of the Fischers Mill Rd, Haines Road, and Overland Park Paving Projects scope of work will be required prior to April 30, 2024, except for bid phase support and the post-construction surveys, assuming NTP of December 14, 2023. Below is the anticipated schedule:

2024 Paving Projects (Fischers Mill Rd, Haines Rd, and Overland Street Paving Projects)			
	Design	Right of Entry	Construction
Anticipated Start Date	December 2023	March 2024	July 2024
Anticipated End Date	April 2024	July 2024	September 2024

Completion of the Thompson Road Paving Project scope of work will be required prior to December 31, 2024, except for bid phase support and the post-construction survey, assuming NTP of December 14, 2023. Below is the anticipated schedule:

2025 Paving Project (Thompson Rd Paving Project)			
	Design	Right of Entry/Right of Way	Construction
Anticipated Start Date	December 2023	March 2024	June 2025
Anticipated End Date	December 2024	December 2024	September 2025

## Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2025**.

**EXHIBIT B  
FEE SCHEDULE**

DESIGN SERVICES FOR 2024 PAVING PROJECTS  
CLACKAMAS COUNTY, OR  
PROPOSED FEE ESTIMATE

EXHIBIT B

Staff Name	Hours	Labor	Subconsultants			Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
			GRI	PBS	UFS				
<b>Task 1 - Project Management and Coordination</b>									
Task 1.1 - Fishers Mill Road Paving Project (8 months)	80	\$ 18,670				1.0	\$ -	\$ 120	\$ 18,790
Task 1.2 - Haines Road Paving Project (8 months)	80	\$ 18,670				1.0	\$ -	\$ 120	\$ 18,790
Task 1.3 - Thompson Road Paving Project (add'l 8 months)	130	\$ 30,134				1.0	\$ -	\$ 120	\$ 30,254
Task 1.4 - Overland Park Paving Project (8 months)	80	\$ 18,670				1.0	\$ -	\$ 120	\$ 18,790
<b>Task 1 Subtotal</b>	<b>370</b>	<b>\$ 86,144</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 480</b>	<b>\$ 86,624</b>
<b>Task 2 - Project Design Criteria - Reserved</b>									
<b>Task 2 Subtotal</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Task 3 - Surveying, Monumentation, and Boundary Resolution</b>									
Task 3.1 - Fishers Mill Road Paving Project	3	\$ 613		\$ 4,200		1.0	\$ 4,200	\$ -	\$ 4,813
Task 3.2 - Haines Road Paving Project	3	\$ 613		\$ 4,200		1.0	\$ 4,200	\$ -	\$ 4,813
Task 3.3 - Thompson Road Paving Project	64	\$ 12,382		\$ 46,500		1.0	\$ 46,500	\$ -	\$ 59,082
Task 3.4 - Overland Park Paving Project	3	\$ 613		\$ 2,400		1.0	\$ 2,400	\$ -	\$ 3,013
<b>Task 3 Subtotal</b>	<b>73</b>	<b>\$ 14,421</b>	<b>\$ -</b>	<b>\$ 57,300</b>	<b>\$ -</b>		<b>\$ 57,300</b>	<b>\$ -</b>	<b>\$ 71,721</b>
<b>Task 4 - Geotechnical Investigations</b>									
Task 4.1 - Fishers Mill Road Paving Project	20	\$ 4,323	\$ 25,824			1.0	\$ 25,824	\$ 28	\$ 30,175
Task 4.2 - Haines Road Paving Project	20	\$ 4,323	\$ 22,420			1.0	\$ 22,420	\$ 28	\$ 26,771
Task 4.3 - Thompson Road Paving Project	10	\$ 2,096	\$ 1,370			1.0	\$ 1,370	\$ 28	\$ 3,494
Task 4.4 - Overland Park Paving Project	14	\$ 2,927	\$ 8,245			1.0	\$ 8,245	\$ 28	\$ 11,200
<b>Task 4 Subtotal</b>	<b>64</b>	<b>\$ 13,669</b>	<b>\$ 57,859</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 57,859</b>	<b>\$ 110</b>	<b>\$ 71,638</b>
<b>Task 5 - Utility Coordination</b>									
Task 5.1 - Fishers Mill Road Paving Project	28	\$ 5,244				1.0	\$ -	\$ 48	\$ 5,292
Task 5.2 - Haines Road Paving Project	28	\$ 5,244				1.0	\$ -	\$ 48	\$ 5,292
Task 5.3 - Thompson Road Paving Project	48	\$ 9,218				1.0	\$ -	\$ 48	\$ 9,266
Task 5.4 - Overland Park Paving Project	32	\$ 6,204				1.0	\$ -	\$ 48	\$ 6,252
<b>Task 5 Subtotal</b>	<b>136</b>	<b>\$ 25,910</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 190</b>	<b>\$ 26,100</b>
<b>Task 6 - Design for Fishers Mill Road Paving Project</b>									
Task 6.1 - 60% Design	115	\$ 22,277				1.0	\$ -	\$ 130	\$ 22,407
Task 6.2 - 99% Design	141	\$ 28,257				1.0	\$ -	\$ 130	\$ 28,387
Task 6.3 - Final Design	89	\$ 17,673				1.0	\$ -	\$ 20	\$ 17,693
<b>Task 6 Subtotal</b>	<b>345</b>	<b>\$ 68,207</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 280</b>	<b>\$ 68,487</b>
<b>Task 7 - Design for Haines Road Paving Project</b>									
Task 7.1 - 60% Design	105	\$ 20,527				1.0	\$ -	\$ 130	\$ 20,657
Task 7.2 - 99% Design	141	\$ 28,257				1.0	\$ -	\$ 130	\$ 28,387
Task 7.3 - Final Design	89	\$ 17,673				1.0	\$ -	\$ 20	\$ 17,693
<b>Task 7 Subtotal</b>	<b>335</b>	<b>\$ 66,457</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 280</b>	<b>\$ 66,737</b>
<b>Task 8 - Design for Thompson Road Paving Project</b>									
Task 8.1 - 30% Curb Ramp Design	197	\$ 37,129				1.0	\$ -	\$ 130	\$ 37,259
Task 8.2 - 60% Design	0	\$ -				1.0	\$ -	\$ -	\$ -
Task 8.2.1 - 60% Pavement Rehabilitation Design	69	\$ 13,485				1.0	\$ -	\$ 130	\$ 13,615
Task 8.2.2 - 60% Curb Ramp Retrofit Design	293	\$ 55,229				1.0	\$ -	\$ 130	\$ 55,659
Task 8.3 - 90% Design	0	\$ -				1.0	\$ -	\$ -	\$ -
Task 8.3.1 - 90% Pavement Rehabilitation Design	97	\$ 19,685				1.0	\$ -	\$ 130	\$ 19,815
Task 8.3.2 - 90% Curb Ramp Retrofit Design	271	\$ 53,147				1.0	\$ -	\$ 130	\$ 53,277
Task 8.4 - Final Design	0	\$ -				1.0	\$ -	\$ -	\$ -
Task 8.4.1 - Final Pavement Rehabilitation Design	79	\$ 15,923				1.0	\$ -	\$ 130	\$ 16,053
Task 8.4.2 - Final Curb Ramp Retrofit Design	197	\$ 38,881				1.0	\$ -	\$ 130	\$ 39,011
<b>Task 8 Subtotal</b>	<b>1203</b>	<b>\$ 233,779</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 910</b>	<b>\$ 234,689</b>
<b>Task 9 - Design for Overland Park Paving Project</b>									
Task 9.1 - 60% Design	70	\$ 13,660				1.0	\$ -	\$ 130	\$ 13,790
Task 9.2 - 99% Design	123	\$ 24,923				1.0	\$ -	\$ 130	\$ 25,053
Task 9.3 - Final Design	66	\$ 12,996				1.0	\$ -	\$ 20	\$ 13,016
<b>Task 9 Subtotal</b>	<b>259</b>	<b>\$ 51,579</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 280</b>	<b>\$ 52,159</b>
<b>Task 10 - Rights of Entry Requests</b>									
Task 10.1 - Fishers Mill Road Paving Project	8	\$ 1,744		\$ 10,237		1.0	\$ 10,237	\$ -	\$ 11,981
Task 10.2 - Haines Road Paving Project	8	\$ 1,744		\$ 15,206		1.0	\$ 15,206	\$ -	\$ 16,950
Task 10.3 - Thompson Road Paving Project	4	\$ 872		\$ 2,149		1.0	\$ 2,149	\$ -	\$ 3,021
Task 10.4 - Overland Park Paving Project	8	\$ 1,744		\$ 10,237		1.0	\$ 10,237	\$ -	\$ 11,981
<b>Task 10 Subtotal</b>	<b>28</b>	<b>\$ 6,104</b>	<b>\$ -</b>	<b>\$ 37,829</b>	<b>\$ -</b>		<b>\$ 37,829</b>	<b>\$ -</b>	<b>\$ 43,933</b>
<b>Task 11 - Stakeholder Outreach Support</b>									
Task 11.1 - Fishers Mill Road Paving Project	19	\$ 3,480				1.0	\$ -	\$ -	\$ 3,480
Task 11.2 - Haines Road Paving Project	19	\$ 3,480				1.0	\$ -	\$ -	\$ 3,480
Task 11.3 - Thompson Road Paving Project	32	\$ 5,820				1.0	\$ -	\$ -	\$ 5,820
Task 11.4 - Overland Park Paving Project	19	\$ 3,480				1.0	\$ -	\$ -	\$ 3,480
<b>Task 11 Subtotal</b>	<b>89</b>	<b>\$ 16,260</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,260</b>
<b>Task 12 - Bid Phase Services</b>									
Task 12.1 - Fishers Mill Road Paving Project	14	\$ 2,966				1.0	\$ -	\$ -	\$ 2,966
Task 12.2 - Haines Road Paving Project	14	\$ 2,966				1.0	\$ -	\$ -	\$ 2,966
Task 12.3 - Thompson Road Paving Project	14	\$ 2,966				1.0	\$ -	\$ -	\$ 2,966
Task 12.4 - Overland Park Paving Project	14	\$ 2,966				1.0	\$ -	\$ -	\$ 2,966
<b>Task 12 Subtotal</b>	<b>56</b>	<b>\$ 11,864</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,864</b>
<b>TOTAL PROJECT AMOUNTS</b>									
Fishers Mill Road Paving Project	517	\$ 105,247	\$ 25,824	\$ 4,200	\$ 10,237	1.00	\$ 40,261	\$ 475	\$ 145,983
Haines Road Paving Project	507	\$ 103,497	\$ 22,420	\$ 4,200	\$ 15,206	1.00	\$ 41,826	\$ 475	\$ 145,798
Thompson Road Paving Project	1,505	\$ 297,467	\$ 1,370	\$ 46,500	\$ 2,149	1.00	\$ 50,019	\$ 1,106	\$ 348,522
Overland Park Paving Project	429	\$ 88,483	\$ 8,245	\$ 2,400	\$ 10,237	1.00	\$ 20,882	\$ 475	\$ 109,840
<b>TOTAL - ALL TASKS</b>	<b>2958</b>	<b>\$ 594,694</b>	<b>\$ 57,859</b>	<b>\$ 57,300</b>	<b>\$ 37,829</b>		<b>\$ 152,988</b>	<b>\$ 2,531</b>	<b>\$ 750,213</b>

## EXHIBIT B

### 2024 SCHEDULE OF CHARGES

**Personnel:**

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2024 through December 31, 2024. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2024 Rates</u>	<u>Billing Classifications</u>	<u>2024 Rates</u>
Principal Engineer VI	\$322	Construction Manager X	\$298
Principal Engineer V	\$310	Construction Manager IX	\$278
Principal Engineer IV	\$298	Construction Manager VIII	\$263
Principal Engineer III	\$285	Construction Manager VII	\$254
Principal Engineer II	\$274	Construction Manager VI	\$236
Principal Engineer I	\$264	Construction Manager V	\$217
Professional Engineer IX	\$252	Construction Manager IV	\$206
Engineering Designer IX	\$243	Construction Manager III	\$188
Professional Engineer VIII	\$240	Construction Manager II	\$173
Engineering Designer VIII	\$233	Construction Manager I	\$154
Professional Engineer VII	\$227	Quality Control Compliance Specialist	\$181
Engineering Designer VII	\$223	Inspector VII	\$217
Professional Engineer VI	\$216	Inspector VI	\$200
Engineering Designer VI	\$212	Inspector V	\$181
Professional Engineer V	\$208	Inspector IV	\$169
Engineering Designer V	\$199	Inspector III	\$150
Professional Engineer IV	\$196	Inspector II	\$134
Engineering Designer IV	\$196	Inspector I	\$116
Professional Engineer III	\$190	Technician IV	\$198
Engineering Designer III	\$190	Technician III	\$179
Engineering Designer II	\$175	Technician II	\$157
Engineering Designer I	\$162	Technician I	\$135
Principal III	\$326	Project Coordinator IV	\$174
Principal II	\$298	Project Coordinator III	\$162
Principal I	\$270	Project Coordinator II	\$145
Project Manager IV	\$260	Project Coordinator I	\$128
Project Manager III	\$248	Administrative III	\$128
Project Manager II	\$221	Administrative II	\$118
Project Manager I	\$193	Administrative I	\$104
Cost Estimator III	\$290		
Cost Estimator II	\$232		
Cost Estimator I	\$174		

**Project Expenses:**

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

**Outside Services:**

Outside technical, professional, and other services will be invoiced at actual cost.