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DIRECTOR

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

March 20, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the Development Agency Board
Clackamas County

Approval of an Amendment to an Intergovernmental Agreement with Water Environment Services for the SE Monroe Street Improvements Project. Amendment Value is \$6,200 for 6 months. Total Agreement Value is \$215,940 for 2 years. Funding is through Water Environment Services. No County General Funds are involved.

Previous Board Action/Review	03/19/15: Approval of TGM grant agreement with ODOT for developing the Monroe Design Plan 02/22/18: IGA with the City of Milwaukie 12/10/20: Approval of design contract 08/03/23: Approval of Resolution of Necessity 01/30/24: IGA with Water Environment Services for sanitary sewer system upgrades 05/23/24: IGA with Clackamas River Water for water system upgrades 01/30/25: Approval of construction contract with Corpac Construction		
Performance Clackamas	This project will build and provide strong infrastructure. This item aligns with “Ensure safe, healthy and secure communities” by adding bicycle and pedestrian facilities, repairing the road base and upgrading stormwater and sanitary sewer systems.		
Counsel Review	AK- 3/4/25	Procurement Review	No
Contact Person	Ken Itel	Contact Phone	503-742-4324

EXECUTIVE SUMMARY: Construction has started on the Monroe Street Improvements Project. During the design process the consultant coordinated with affected utilities in order to minimize conflicts with their facilities. With a project of this scale, there are instances where conflicts cannot be avoided and utilities need to be relocated.

Clackamas County Water Environment Services (WES) has sanitary sewer lines, laterals, storm lines and related structures requiring adjustments to accommodate the planned improvements. WES also requested the Agency include the replacement of a sanitary sewer main to accommodate planned system upgrades. In the interest of efficiency, WES asked the

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Agency's consultant to prepare design drawings to be used for construction. The Intergovernmental Agreement (IGA) committed WES to reimburse the Agency for costs associated with design and construction of WES facilities on Monroe. WES is allowing the Agency to utilize the WES property at Linwood & Overland for construction staging if necessary.

Including the design and construction of WES facilities in the Monroe project increases efficiencies and results in costs savings by avoiding duplication of services and more complex coordination that would occur by treating the WES improvements as a separate project. Construction of the sewer main in conjunction with the Monroe improvements will also avoid possible damage and disruption to the newly constructed improvements by a future WES project.

Estimated construction costs were included in the IGA and construction of WES facilities were included as part of the Agency project in the bid package. During the final design phase WES requested minor modifications and additions to the plans which were not included in the original estimate contained in the IGA. The first amendment is necessary to include the additional construction elements and to increase the approved construction costs from \$160,000 to \$166,200, to reflect the actual construction bid amounts. The total value of the IGA increases from \$209,740 to \$215,940.

RECOMMENDATION: Staff respectfully recommends the Board approve Amendment #1 to the Intergovernmental Agreement with Water Environment Services relating to the Monroe Street Improvements.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

AMENDMENT #1
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WATER ENVIRONMENT SERVICES AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY RELATED TO THE SE MONROE STREET IMPROVEMENTS PROJECT

This Amendment #1 is entered into between Water Environment Services (“District”) and the Clackamas County Development Agency (“Agency”) and shall become part of the contract documents entered into between both parties on February 8, 2024 (“Contract”).

1. Section 1, Term. To reflect the extension of the termination date from December 31, 2025 to June 30, 2026, the language in Section 1, Term is deleted in its entirety and replaced with the following:

“This Agreement shall be effective upon execution and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2026, whichever is sooner.”

2. Section 3, Consideration. To reflect an increase of \$6,200 in the actual cost of the Work from \$209,740 to \$215,940, the language in Section 3, Consideration is deleted in its entirety and replaced with the following:

“The District agrees to pay Agency the actual cost of the Work performed in accordance with this Agreement, up to an amount not to exceed **two hundred fifteen thousand nine hundred forty dollars (\$215,940)**.

The estimated fee for design services, attached as Exhibit C and incorporated herein, is \$49,740. The actual bid cost of construction services is \$166,200 and is attached as Exhibit D and incorporated herein (“Construction Cost”). If the actual cost of the Work exceeds \$215,940, the Parties agree to execute an amendment necessary to ensure the District pays for any additional undisputed amounts.”

3. Exhibit D, Estimated Construction Costs. To reflect the actual costs of the Work, Exhibit D is hereby deleted in its entirety and replaced with Exhibit D – Final Construction Bid Costs attached hereto and incorporated herein.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Signature Page Follows

IN WITNESS HEREOF, the parties have executed this Amendment #1 effective as of the date first written above.

Clackamas County Development Agency

Water Environment Services

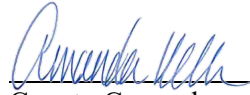
Chair

Chair

Date

Date

Approved as to Form



County Counsel

3/4/2025
Date

EXHIBIT D – FINAL CONSTRUCTION BID COSTS

Monroe Street Improvements

Construction Bid Totals - WES Force Main & Sanitary Improvements

Job No. CLA-98

Bid Opening: December 4, 2024

HARD CONSTRUCTION BID COSTS			OVERALL PROJECT			
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Part 00200 - Temporary Features and Appurtenances						
3	00210	Mobilization	LS	10.0%	N/A	\$ 14,100.00
4	00221	Temporary Work Zone Traffic Control, Complete	LS	8.0%	N/A	\$ 11,300.00
Temporary Features and Appurtenances						\$ 25,400.00
Part 00400 - Drainage and Sewers						
27	00445	8 Inch Sanitary Sewer Pipe, Class "B" Backfill	Ft	8	\$ 95.00	\$ 760.00
28	00445	12 Inch Restrained Sanitary Force Main Ductile Iron Pipe, Class "B" Backfill	Ft	440	\$ 210.00	\$ 92,400.00
29	00445	4 Inch Sanitary Lateral Extension, Class "B" Backfill	Ea	1	\$ 3,000.00	\$ 3,000.00
30	00445	6 Inch Sanitary Sewer Force Main Gravity Overflow Pipe, Class B Backfill	Ft	90	\$ 186.00	\$ 16,740.00
31	00445	Gate Valve, 6" MJ Gate Valve with Valve Box for Force Main Drain	Ea	1	\$ 1,800.00	\$ 1,800.00
32	00445	Gate Valve, 12" MJ Gate Valve for Force Main	Ea	2	\$ 4,800.00	\$ 9,600.00
33	00470	Concrete Manhole, 48" Flat Top with Air Release/Air Vacuum Assembly	Ea	1	\$ 8,000.00	\$ 8,000.00
34	00470	Concrete Manholes, 48" Sanitary Sewer Standard Manhole	Ea	1	\$ 8,500.00	\$ 8,500.00
Drainage and Sewers Subtotal						\$ 140,800.00
Construction Total						\$ 166,200.00