



**DAN JOHNSON**  
DIRECTOR

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

May 23, 2024

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

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

**Approval of an Intergovernmental Agreement with Clackamas River Water relating to the SE Monroe Street Improvement project. Total value is a maximum of approximately \$1,426,616. Funding is through Clackamas River Water. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	02/08/24: Approval of IGA with Water Environment Services 08/03/23: Approval of Resolution of Necessity 12/10/20: Approval of design contract 12/20/18: Approval of IGA amendment with the City of Milwaukie 02/22/18: IGA with the City of Milwaukie 03/19/15: Approval of TGM grant agreement with ODOT for developing the Monroe Design Plan		
<b>Performance Clackamas</b>	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.		
<b>Counsel Review</b>	HH – 4/30/24	<b>Procurement Review</b>	No
<b>Contact Person</b>	Ken Itel	<b>Contact Phone</b>	503-742-4324

**EXECUTIVE SUMMARY:** The Development Agency is nearing completion of the design of the SE Monroe Street Improvement Project, which is located within the boundary of the Agency’s North Clackamas Revitalization Area urban renewal district and an area where Clackamas River Water (CRW) provides potable water services. The project will redesign the SE Monroe corridor from SE Linwood Avenue to SE Fuller Road, SE 72nd Avenue between Monroe and Thompson, and SE Thompson Road west of Lot Whitcomb Elementary School. The project completes missing sidewalk sections and bike lane connections by installing a multi-use path separated from traffic, improving safety and connectivity for pedestrians, cyclists, and motorists. The Monroe Project also includes curb ramp upgrades, landscaping strips, roadway and utility improvements, construction of a mini-roundabout at the 72nd and Monroe intersection and updates to existing stormwater facilities to improve stormwater management. The design consultant coordinated with affected utilities in order to minimize conflicts with their facilities.

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Clackamas River Water has water services and related structures requiring relocations and upgrades to accommodate the planned improvements. CRW also intends to replace a portion of its existing water main, fire hydrants and appurtenances within the area of the project. In the interest of efficiency and maximizing the provision of neighborhood infrastructure improvements, the Agency and CRW are willing to cooperate and incorporate CRW water system improvements in the Monroe Improvement Project.

The Agency's consultant will include CRW improvements in the project design plans and the construction bid package. The Intergovernmental Agreement (IGA) commits CRW to reimburse the Agency for costs associated with design and engineering services, costs of construction and administrative expenses. CRW is directly responsible for the cost of on-site inspections and testing of CRW improvements. The Agency is responsible for project management during construction. The IGA assumes construction of CRW facilities will be included as part of the Agency project, provided costs are mutually acceptable. An estimated construction cost is included in the IGA. The maximum value of the IGA includes the construction cost estimate with a 25% contingency. Combining CRW's planned improvements with the Monroe project will improve coordination and increase efficiencies by having only one primary contractor and result in costs savings by avoiding further delays to the project and more complex coordination that would occur with the CRW improvements as a separate project. Combining efforts should also reduce the overall construction timeline and corresponding disruptions to the neighborhood.

**RECOMMENDATION:** Staff recommends the Board approve the Intergovernmental Agreement with Clackamas River Water relating to the SE Monroe Street Improvement Project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development

Attachments:  
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY  
RELATING TO THE SE MONROE STREET IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between Clackamas River Water, a domestic water district organized under ORS chapter 264 ("CRW"), and Clackamas County Development Agency, a corporate body politic ("Agency"), collectively referred to as the "Parties" and each a "Party."

**RECITALS**

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. The Agency is the urban renewal authority of Clackamas County, and CRW provides potable water to customers within its jurisdictional boundary.
- C. The Agency is currently planning the SE Monroe Street Improvement Project (the "Monroe Project"), which is located within the boundary of the Agency's North Clackamas Revitalization Area urban renewal district and an area where CRW provides potable water services. The Monroe Project will redesign the SE Monroe corridor from SE Linwood Avenue to SE Fuller Road, SE 72<sup>nd</sup> Avenue between Monroe and Thompson, and SE Thompson Road west of Lot Whitcomb Elementary School. The Monroe Project will complete missing sidewalk sections and bike lane connections by installing a multi-use path separated from traffic, improving safety and connectivity for pedestrians, cyclists, and motorists. The Monroe Project also includes curb ramp upgrades, landscaping strips, roadway and utility improvements, construction of a mini-roundabout at the 72<sup>nd</sup> and Monroe intersection and updates to existing stormwater facilities to improve stormwater management.
- D. CRW desires certain waterline improvements, including replacing a portion of its existing water main, services, fire hydrants and appurtenances, within the areas of the Monroe Project. The Agency is willing to cooperate and incorporate said waterline improvements into the Agency's Monroe Project as follows: subject to the terms this Agreement, the Agency will undertake the CRW Monroe St Waterline Improvements (the "CRW Project") that will include the work identified in **Exhibit A** to this Agreement, and which lies within the SE Monroe Street roadway in an area identified in **Exhibit B** to this Agreement (the "Project Area").
- E. The Parties have determined it is in the best interest of the public to have a basis for a cooperative working relationship for the provisioning of design and construction services on the CRW Project.

## **AGREEMENT**

Now, therefore, based on the foregoing, the Parties agree as follows:

1. **Term.** This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2025, whichever is sooner.
  
2. **CRW's Obligations.**
  - a. **Scope of Work.** Subject to Subsections 2(e) and 2(f), CRW agrees to the scope of work set out in Exhibit A and Exhibit A.1. Before the Agency solicits bids for construction of the improvements contemplated by the Monroe Project, CRW will provide final signed and stamped plans, special provisions, and a bid schedule for the CRW Project, and review the plans and procurement materials produced by the Agency's contractor in connection with the Monroe Project, to identify any changes required to meet CRW's needs for the CRW Project. CRW will certify in writing that the design and associated plans provided by the Agency have been reviewed by CRW and are satisfactory in all respects for the purposes of procuring construction services in connection therewith.
    - i. If no contract for construction is awarded that includes the CRW Project, as provided in Subsections 2(e) and 2(f), CRW will not be responsible for participation in Tasks 4 and 5 of Exhibit A, subject to renegotiation allowances provided elsewhere in this Agreement.
  
  - b. **Project Coordination.** CRW shall coordinate design requirements and assist in developing the contract documents. CRW will assist the Agency when necessary to provide responses to requests for information from bidders and contractors. CRW will provide engineering review, comments, information or approval, as required to the Agency or to the Agency's consultant, for purposes of fulfilling the purpose of this Agreement.
  
  - c. **Project Inspections and Testing.** At its cost and own expense, CRW is responsible for on-site inspection related to the CRW Project, as provided in Exhibit A.

- d. Payment Obligations. CRW will be responsible for the following costs associated with the CRW Project:
  - i. All costs of **Engineering Services** performed, as identified in Exhibit A to this Agreement, not to exceed the amount specified in **Exhibit C**, unless the Parties amend this Agreement by modifying the Scope of Work set out in Exhibit A.
  - ii. All **costs of construction** of CRW Project elements, as completed and as identified in the bid schedule section provided for CRW Project work or as approved by Change Order.
  - iii. **Administrative costs** the Agency incurs in the administration of the CRW Project, not to exceed One Thousand Dollars (\$1,000.00). CRW shall pay Agency within 30 days of the receipt of the Agency's invoice to CRW.
- e. CRW agrees to participate with Agency to contract for the construction of the CRW Project as part of the Monroe Project, based on the winning bid resulting from Agency's procurement process incorporating those design plans approved in writing by CRW, except where the Parties mutually agree that the winning bid is unacceptable. For purposes of this Agreement, the Parties agree that bids for CRW Project work within the Monroe Project bid schedule that exceed the CRW engineer's estimate as shown in **Exhibit D** by 25% or more, would be deemed to be unacceptable, unless CRW agrees to proceed with those bids.
- f. If the winning bid is deemed unacceptable by CRW, as provided in Subsection 2(e), and the Agency contracts for the construction of the Monroe Project without the CRW Project, the Parties shall, if necessary, renegotiate in good faith, an agreement on the scope of work, as related to public water infrastructure, and associated costs, necessary for the completion of the Monroe Project.

### 3. Agency's Obligations.

- a. Scope of Work. The Agency will contract for the scope of work set out in Exhibit A. Before soliciting bids for construction of the improvements contemplated by the Monroe Project, the Agency will obtain CRW's written certification of the contract documents produced by the Agency's consultant incorporating the CRW Project into the procurement materials, which certification shall

not be withheld unreasonably. If no contract for construction is awarded that includes the CRW Project, as provided in Subsections 2(e) and 2(f), the Agency will not perform Task 4 of Exhibit A.

- b. Management of the Monroe Project. The Agency will manage the Monroe Project, including the CRW Project, as set forth in Exhibit A of this Agreement, and administer the associated engineering, design and construction contracts.
- c. Project Professional and Project Cost. Agency shall be responsible for all Monroe Project costs not associated with the CRW Project as detailed in Exhibits A, C and D.
- d. Invoice Obligations. Agency will invoice CRW within 30 days of receiving an invoice for work performed on CRW's behalf.

For Engineering Services performed on CRW's behalf, as set out in Exhibit A, and as provided by Subsection 3(a), Agency shall not invoice CRW, and CRW shall not be liable for, amounts in excess of those listed in Exhibit C, unless the Parties amend this Agreement by modifying the Scope of Work set out in Exhibit A.

For construction of CRW Project elements, the Agency shall provide CRW all progress payment requests for the construction of CRW Project elements of work for review and approval by CRW, prior to authorization for payment by the Agency. The Agency shall not invoice CRW for work that has not been approved by CRW, no for amounts in excess of the CRW Project work within the Bid Schedule, unless otherwise approved by Change Order

- e. If Agency's procurement process for the Monroe Project results in no bids deemed acceptable by Agency, and Agency determines to undergo a subsequent rebid solicitation, Agency shall inform CRW of the Agency's intention without unreasonable delay. Agency agrees to amend this agreement, as required, to revise the Scope of Work, Project Area, and Estimated Construction Costs in Exhibits A, B, and D, and renegotiate the Engineering Cost, as deemed necessary for the subsequent rebid solicitation, as mutually agreed.

4. **Attachments.** The Parties understand and agree that Exhibit A, Exhibit B, Exhibit C and Exhibit D are attached and incorporated into this Agreement as if fully set forth herein.

**5. Termination.**

- a. CRW and Agency, by mutual written agreement, may terminate this Agreement at any time.
- b. Either CRW or Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the breaching Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- c. CRW or Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- d. Nothing herein shall prevent the Parties from meeting to mutually discuss the Monroe Project.
- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**6. Indemnification.**

- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend CRW, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents

or its subcontractors or anyone over which the Agency has a right to control.

- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CRW agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CRW or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which CRW has a right to control.

**7. Party Contacts.**

- a. Anthony Steele or his designee will act as liaison for CRW for the Monroe Project.

**Contact Information:**

Anthony Steele  
Clackamas River Water  
16770 SE 82nd Drive  
Clackamas OR 97015  
O: (503)722-9239, M: (503)793-1094  
asteel@crwater.com

- b. Ken Itel or his designee will act as liaison for Agency for the Monroe Project.

**Contact Information:**

Ken Itel  
Clackamas County Development Agency  
150 Beaver Creek Road  
Oregon City OR 97045  
(503) 742-4324  
KennethIte@clackamas.us

- c. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.



8. **General Provisions.**

- a. **Oregon Law and Forum.** This agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- c. **Non-Exclusive Rights and Remedies.** Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- f. **Debt Limitation.** This Agreement 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.
- g. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending

provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- h. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- i. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- j. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- k. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Agency or CRW.
- l. **No Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- m. **Nonwaiver of Government Rights.** Subject to the terms and conditions of this Agreement, by making this Agreement, the Agency is specifically not obligating itself, Clackamas County, or any other governmental entity with respect to any discretionary governmental action relating to the Project or any associated development, operation and use of the improvements to be constructed on the Project Area, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.
- n. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute and original.
- o. **Authority.** Each Party represents, that is, has the authority to enter into this Agreement on its behalf, and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- p. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County Development Agency

Clackamas River Water

\_\_\_\_\_  
Chair: Tootie Smith

\_\_\_\_\_  
Name: Sherry French  
Title: CRW Board of Commissioners President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF WORK**

**Scope of Work:**

As part of the Agency's SE Monroe Street Improvement Project (Monroe Project), and subject to payments by Clackamas River Water District ("CRW"), the Agency will contract for the construction, and related engineering services, of the CRW Monroe St Waterline Improvements Project (the "CRW Project") on behalf of CRW. Specific elements of construction of the CRW Project to be incorporated are detailed in Exhibit A.1 and Exhibit D.

The Agency authorizes the engineering consultant firm with whom it has contracted ("Engineering Consultant") to provide certain engineering services to CRW as necessary to incorporate the various CRW Project elements into the Monroe Project. CRW shall perform design of all elements of the CRW Project in coordination with the Monroe Project.

The CRW Project design scope is listed in Exhibit A.1. The Scope of engineering services related to the CRW Project ("Engineering Services") is as follows:

***Task 1: Meetings, Design Coordination, and Bid Document Incorporation***

Agency, and times through its engineering consultant, will coordinate with CRW to incorporate CRW Project elements into the Monroe Project. This shall include:

1. Incorporate CRW Project plans into the Monroe Project plans.
2. Expand Monroe Project paving limits to incorporate CRW elements of work outside of the current paving limits: SE 66<sup>th</sup> Ave (south of Monroe St), SE 73<sup>rd</sup> Ct, and SE 74<sup>th</sup> Ave (south of Monroe St).
3. Update proposed Monroe Project utility plans as necessary to avoid construction conflicts and duplications with proposed water mains, in coordination with CRW.
4. Update water callouts and notes on Monroe Project plans to avoid duplication or conflict with callouts and notes on the incorporated CRW Project plans.
5. Expand erosion control plan to encompass CRW Project.
6. Incorporate CRW Project into the Monroe Project traffic control plan and project phasing.

Agency or Engineering Consultant will produce bid documents that incorporate CRW Project plans and specifications. This Task 1 includes design coordination meetings, as required.

***Task 2: Prepare Project Specifications***

CRW will prepare special provisions for the installation of CRW Project improvements. Special provisions will reference CRW Technical Specifications and Details. Agency or Engineering Consultant shall assist and coordinate Measurement and Payment provisions of the Contract Documents. Monroe Project and CRW Project specifications shall be in the 2021 APWA/ODOT format for bidding with Clackamas County.

CRW shall prepare a draft list of items for the CRW Project bid schedule for the CRW Project and coordinate with the Engineering Consultant for incorporation into the project Contract Documents.

**Task 3: Bidding Assistance**

With assistance from CRW, and as required, Agency or Engineering Consultant, will provide written response, to questions regarding water system related CRW Project Plans, Specifications and Contract Documents.

**Task 4: Construction Management and Inspection Services**

Agency or Engineering Consultant will provide construction management and inspection services for the Monroe Project as detailed below.

Construction management for the CRW Project consists of coordinating CRW Project elements of work in relation to the overall Monroe Project. CRW will provide primary construction management and inspection of CRW Project elements of work and will coordinate work elements directly with the selected construction contractor(s) ("Contractor"); however, Agency, or Engineering Consultant will perform formal contract communications.

CRW shall be fully responsible for Contractor submittal reviews, field inspection and material testing related to the CRW Project. CRW will provide written approval of water-related submittals and responses to water-related RFI's to Agency. Agency or Engineering Consultant shall communicate the CRW review results and RFI responses to the Contractor.

CRW shall provide inspection services for the CRW Project elements, track quantities for payment, and provide daily inspection notes (copies provided to Agency on request). It is assumed that the CRW Project will require a minimum of 10 weeks to complete, and that the CRW inspector will be present 80% of this time.

The Agency's or Engineering Consultant's inspector shall coordinate on-site activities with the CRW inspector. The Agency inspector may be present 15% of the time during CRW Project duration.

Agency or Engineering Consultant, shall provide CRW all CRW Project-related progress payment requests received from Contractor, for review and approval by CRW, prior to authorization for payment to contractor by Agency.

CRW and Agency, or Engineering Consultant, will jointly participate in the final walkthrough and generation of punch list items of the CRW Project.

**Task 5: As-Built Drawings**

CRW shall complete as-built drawings of the CRW Project to reflect changes made during construction. The as-built drawings will be generated from contractor and inspector notes (new survey will not be completed). CRW will provide digital CAD and PDF files for the CRW Project sheets to Agency, and its engineering consultant, for use by Agency.

**EXHIBIT A**  
**CRW PROJECT SCOPE**

The CRW Project includes:

- Construct new 8-inch DI waterline along SE Monroe St between SE Linwood St and SE Maplehurst Rd (approximately 1200 LF) along with service meter assemblies (15), valves, fittings, and appurtenances.
- Construct new 8-inch DI waterline along SE Monroe St from SE 73<sup>rd</sup> Ct and extending to the Monroe Project easterly extents (approximately 1750 LF) along with service meter assemblies (14), valves, fittings, and appurtenances.
- Construct fifteen (15) waterline tie-ins at: SE Linwood St, SE 64<sup>th</sup> Ave, SE 66<sup>th</sup> Ave (north and south), SE Maplehurst Rd, SE Monroe St east of Maplehurst Rd, SE Monroe St west of SE 73<sup>rd</sup> Ct, SE 73<sup>rd</sup> Ct, SE 74<sup>th</sup> Ave (north and south), SE 75<sup>th</sup> Ave, SE 77<sup>th</sup> Ave (north and south), SE 78<sup>th</sup> Ave, and SE Monroe St near 7922 SE Monroe St.
- Abandon existing water main.
- Install nine (8) fire hydrant assemblies.
- Install one (1) combination air-relief valve assembly.
- Construct twenty-five (25) service assembly relocations along existing water main.
- Pressure test and disinfection for each segment of new water main.
- Trench and other surface restoration as required.

**EXHIBIT B  
PROJECT AREA**



**EXHIBIT C  
PROJECT ENGINEERING COST**

Harper Houf Peterson Righellis Inc. - Estimated Fee  
CRW Design Services for Monroe St- Clackamas County  
November 29, 2023

	Harper Houf Peterson Righellis Inc.											TOTAL BY TASK	
	Principal/Project Manager	Project Engineer/Construction Manager	Civil Engineer/Structural Engineer	Civil Designer/Inspector	CAD Technician	Landscape Architect	Project Surveyor	Survey Technician	Survey Crew Chief	Instrument Person	Clerical		Expenses
<b>TASK 11: Clackamas River Water (CRW) Design Services</b>													
11.A. Meetings, Design Coordination, and Design Incorporation	4	16	64		16	4							\$ 19,240.00
11.B. Prepare Project Specifications and Engineer's Estimates		12	4										\$ 3,380.00
11.C. Bidding Assistance		2											\$ 440.00
11.D. Construction Management and Inspection Services	4	60		60									\$ 23,580.00
	8	90	68	60	16	4	0	0	0	0	0	\$ -	
	\$ 270	\$ 220	\$ 185	\$ 155	\$ 135	\$ 160	\$ 190	\$ 150	\$ 155	\$ 100	\$ 115		

Total \$ 46,640.00

**EXHIBIT D**  
**ESTIMATED CONSTRUCTION COST**

<b>Clackamas River Water - Monroe Rd Waterline Improvement Project - Estimated Construction Cost</b>						
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	00196	Extra Work as Authorized	LS	ALL	\$ 20,000.00	\$ 20,000.00
2	00210	Mobilization	LS	ALL		\$ 91,795.00
3	00221	Temporary Work Zone Traffic Control, Complete	LS	ALL		\$ 73,436.00
4	01140	Blowoff Assembly, Type I	EACH	8	\$ 1,700.00	\$ 13,600.00
5	01140	Blowoff Assembly, Type II	EACH	3	\$ 3,500.00	\$ 10,500.00
6	01140	6" Wet Tap on 8" Existing Main	EACH	1	\$ 4,000.00	\$ 4,000.00
7	01140	8" Connection to 4" Existing Main	EACH	2	\$ 4,500.00	\$ 9,000.00
8	01140	8" Connection to 6" Existing Main	EACH	7	\$ 5,000.00	\$ 35,000.00
9	01140	8" Connection to 8" Existing Main	EACH	5	\$ 5,500.00	\$ 27,500.00
10	01140	4" Ductile Iron Pipe with Restrained Joints and Class B Backfill	FT	30	\$ 150.00	\$ 4,500.00
11	01140	6" Ductile Iron Pipe with Restrained Joints and Class B Backfill	FT	60	\$ 150.00	\$ 9,000.00
12	01140	8" Ductile Iron Pipe with Restrained Joints and Class B Backfill	FT	3370	\$ 150.00	\$ 505,500.00
13	01140	Ductile Iron Pipe Fittings	LB	4350	\$ 10.00	\$ 43,500.00
14	01140	Tracer Wire Terminal Station	EACH	5	\$ 750.00	\$ 3,750.00
15	01150	8-Inch Gate Valve	EACH	18	\$ 2,200.00	\$ 39,600.00
16	01150	1-Inch Combination Air Release/Air Vacuum Valve Assembly	EACH	1	\$ 3,000.00	\$ 3,000.00
17	01170	Fire Hydrant Assembly	EACH	7	\$ 8,000.00	\$ 56,000.00
18	01170	Fire Hydrant Assembly, no Gate Valve	EACH	1	\$ 6,500.00	\$ 6,500.00
19	01170	1-Inch Long Side Water Service Assembly	EACH	21	\$ 2,750.00	\$ 57,750.00
20	01170	1-Inch Short Side Water Service Assembly	EACH	34	\$ 2,250.00	\$ 76,500.00
21	01170	2-Inch Water Service Assembly	EACH	1	\$ 7,500.00	\$ 7,500.00
22	01170	Water Service Abandonment	EACH	7	\$ 750.00	\$ 5,250.00
<b>TOTAL</b>						<b>\$ 1,103,181.00</b>