



DAN JOHNSON
DIRECTOR

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County
and the City of Beaverton for Provisions of
Permit Processing and Building Inspection/Plan Review (BI/PR) Services

Purpose/Outcomes	To adopt an intergovernmental agreement (IGA) with the City of Beaverton to provide staffing assistance to the Department of Transportation and Development's (DTD) Building Codes Division (BCD).
Dollar Amount and Fiscal Impact	Under this IGA Clackamas County's BCD will coordinate with the City of Beaverton to utilize the services of a fully trained and certified City employee for a period of 6 months. The County's BCD will pay a rate of \$44.82 per hour (\$49.73 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, and the total dollar amount will be based upon the hours worked during the timeframe of the Agreement.
Funding Source	The Building Codes Division will support this IGA with funds that are the result of fees for service (permitting and plans review fees). No general funds are used for this contract. These funds are accounted for the approved FY20-21 budget.
Duration	The IGA will be effective upon signature by the Board, and will terminated one year from signing.
Previous Board Action	There is no previous Board action on this item.
Strategic Plan Alignment	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i></p> <p>The Land Use and Permitting line of business' purpose is to provide the community with comprehensive plan review, permitting and inspection services. With the impacts of COVID-19, including the requirement to perform all our services online, we have seen increased complexity in our</p>

	<p>work coupled with the seasonal higher construction activity. By using this IGA we will be able to rapidly access assistance by fully trained and certified staff.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <p>While not specifically outlined in the Board's Priorities, it is a Performance Clackamas goal to support growing a vibrant economy and build a strong infrastructure. Each year the Land Use and Permitting line of business adds 6.7 million square feet of constructed improvements to the community, which is valued at \$675,000,000. Adding staffing assistance to the Building Codes Division will help meet this goal.</p>
County Counsel Review	This IGA was reviewed and approved by County Counsel on August 10, 2020, NB
Procurement Review	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: This item is an Intergovernmental Agreement.</p>
Contact Person	Matt Rozzell, Building Codes Administrator. (503)742-4748.

BACKGROUND:

With the onset of COVID-19, and Governor Kate Brown issuing the *Stay Home Save Lives* order (with the Clackamas County Board of Commissioners also declaring an emergency), construction was deemed an essential service, which required the Department of Transportation and Development's (DTD) Development Services to remain open for business during the pandemic. In response to this requirement, in early April, Clackamas County implemented new permitting protocols which allows customers to submit building permit applications online, and enables our plans examiners to review plans remotely. This new system has made it possible for the Building Codes Division to continue working throughout the pandemic, while keeping staff safe and the construction industry moving forward with their projects.

With the creation of this new electronic permitting and review system, and the high number of permit applications and reviews we are experiencing, we have seen a large increase in the workload for our permitting (permit technicians and specialists) and plans examiner teams. To provide these two work groups with additional resources, the County is seeking to enter into an Intergovernmental Agreement (IGA) with the City of Beaverton for the City to provide staff assistance to these County teams.

The IGA will allow the City of Beaverton to assist the County by providing a fully trained and certified employee to perform permitting and plans review work assigned by the County's Building Codes Division. City staff will remain an employee of the City of Beaverton, under their supervision and receiving all compensations from the City. The County will assign, direct, and review the work, and all tasks performed will be done remotely (either working from home or in City offices).

In using this staffing assistance, the County will be paying \$44.82 per hour (\$49.73 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, which use private contractors to perform similar tasks. The IGA establishes the use of borrowed staff for a period of 6 months, with the IGA expiring one year from signing.

Using this IGA will not impact current staff's available work or overtime opportunities, and will support existing staff as they experience increased workloads and customer demands for service. In accordance with Article 23 of the current 2019-2020 DTD AFSCME bargaining agreement, a 20 calendar day notice of contracting work was provided to the Union on July 2, 2020.

RECOMMENDATION:

Staff respectfully recommends approval of the **Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services** with the City of Beaverton.

Respectfully submitted,

Cheryl Bell

Cheryl Bell, P.E.
Assistant Director, Development
Department of Transportation and Development

ATTACHMENT:

1. Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services.

Intergovernmental Agreement for Provisions of
Permit Processing and Building Inspection/Plan Review (BI/PR) Services

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Beaverton, an Oregon municipal corporation (the “City”), and Clackamas County, a political subdivision of the State of Oregon (the “County”), (each a “Party” or collectively the “Parties”).

RECITALS

- A. ORS 190.010 authorizes and allows the Parties to this Agreement to perform the functions and activities that another Party to this Agreement has authority to perform.
- B. Each of the Parties has staff that provides Permit Processing and BI/PR services, as defined below, for their respective jurisdictions.
- C. With the fluctuations in development and construction activity in Oregon, primarily due to the effects of the COVID-19 disease, the Parties have experienced variations in demand for Permit Processing and BI/PR services over the course of the last few months; and the Parties believe it will be more cost effective and will better serve the public to share experienced staff of another jurisdiction rather than independently hiring additional staff, or terminating existing staff in response to permit revenue shortfalls.

AGREEMENT

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

1. Definitions. As used herein, the following words and phrases mean:
 - 1.1. "Borrowing Party" is the County, which is requesting and obtaining staff assistance from the City pursuant to the terms of this Agreement.
 - 1.2. "Building Inspection/Plan Review Services" (BI/PR) are services related to the issuance of permits under the provisions of ORS Chapters 197. 215, 227 or 455.
 - 1.3. "Originating Party" is the City, which is loaning one of its employees to the County for staff assistance related to Permit Processing and BI/PR services.
 - 1.4. "Permit Processing" are services related to staff, who under general supervision, provide information to the public about State of Oregon adopted codes, rules and laws governing construction of buildings and facilities, site and septic systems, permit applications, inspection processes and procedures, siting of manufactured dwellings, and disposal, grading or erosion control regulations; and check submitted plan review packages for completeness and compliance.
 - 1.5. "Reimbursement Costs" are those charges related to a Shared Employee as set forth in Section 4 of this Agreement. The charges shall be set out as an hourly rate for Permit Processing and BI/PR services described herein. Reimbursement Costs include overtime costs identified in

Section 4 of this Agreement.

- 1.6. "Shared Employee" refers to an employee of the Originating Party whose services are being loaned to the Borrowing Party under this Agreement.
2. Shared Employee. The Originating Party shall make available its Shared Employee to the Borrowing Party for purposes of providing Permit Processing and/or BI/PR services. The Shared Employee shall be available to the Borrowing Party no later than September 8, 2020. The Parties agree that the Shared Employee shall be available to the Borrowing Party for a minimum of 40 hours per week, and for a term of 6 months (the "Employee Term"). The Parties agree that the Shared Employee possesses the minimum qualifications given the tasks described herein. During the Employee Term, the Shared Employee shall not perform any services on behalf of the Originating Party unless agreed to in writing in advance by the building official of the Borrowing Party.
3. Duration. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Shared Employee's Term and final payment by the Borrowing Party, or one (1) year following the date all required signatures are obtained, whichever is sooner.
4. Payment for Use of Shared Employee. Services performed on behalf of the Borrowing Party shall be calculated hourly for the Shared Employee. The hourly rate of the Shared Employee shall be \$44.82/hr. If the Shared Employee works overtime, the overtime rate of the Shared Employee shall be \$49.73/hr.
5. Accounting for Shared Employee. The Shared Employee shall provide to the Originating Party an accounting of hours spent performing Permit Processing and BI/PR services for the Borrowing Party. The Originating Party shall then send to the Borrowing Party an invoice of the Reimbursement Costs of the Shared Employee each month. This information shall be provided within 30-days of the end of each calendar month and may be provided via US mail, e-mail or fax. The Borrowing Party shall pay all Reimbursement Costs within 30-days of receipt of the accounting described in this paragraph. The Borrowing Party shall be responsible for all Reimbursement Costs, which includes overtime costs, if applicable, but shall not be responsible for payment related to leave hours that the Shared Employee has accrued under his employment agreement with the Originating Party, and which the Shared Employee uses during the Shared Employee's Term. Furthermore, the Borrowing Party shall not be responsible for payment related to any time by the Shared Employee spent performing services on behalf of the Originating Party.
6. Status of Shared Employee. A Shared Employee shall:
 - 6.1. Account for the actual number of hours in service to the Borrowing Party;
 - 6.2. Remain an employee of the Originating Party continuing to be paid and receiving employee benefits therefrom without entitlement or claim to any salary, compensation or other benefits from the Borrowing Party;
 - 6.3. Continue working the number of hours specified in his or her contract of employment with the Originating Party while loaned to a Borrowing Party, unless the Originating Party, Borrowing Party and the Shared Employee agree otherwise;
 - 6.4. Administer the building code and the adopted building policies of the Borrowing Party. The Borrowing Party may direct the activities of the Shared Employee when the Shared Employee is providing the services as agreed to by the Parties under the IGA, but the Borrowing Party

understands and agrees that the Shared Employee remains subject to the overall direction and control of the Originating Party.

7. Obligations of Borrowing Party. If the Shared Employee does not meet the needs or is otherwise not satisfactory to Borrowing Party, Borrowing Party's sole recourse shall be the return of Shared Employee to Originating Party. The Borrowing Party shall provide a written explanation to the Originating Party for the return of the Shared Employee. Borrowing Party shall provide the Shared Employee with all materials necessary to perform the Permit Processing and BI/PR services.

In addition to its other obligations set out elsewhere in this Agreement, the Borrowing Party shall be responsible for provision of hardware and other technology necessary for performance of the Permit Processing and BI/PR services by the Shared Employee. If the Shared Employee requires a vehicle to perform the work assigned by the Borrowing Party for the day, the Borrowing Party shall provide an official motor vehicle for that purpose.

Borrowing Party may provide periodic feedback to Originating Party about the performance of services that the Shared Employee provides. The Originating Party retains overall supervision and control over the Shared Employee, including all issues relating to personnel actions and discipline. Borrowing Party acknowledges and agrees that the Originating Party's employee handbook applies to the work performed for the Borrowing Party

8. Obligations of Originating Party. The Originating Party is responsible for determining the location of the Shared Employee's workspace during the Employee Term. Except in cases where the Shared Employee is ill and not able to perform the Permit Processing and BI/PR services, the Originating Party must give the Borrowing Party no less than 2 weeks' notice prior to any day that the Shared Employee has requested leave and will not be available to perform the Permit Processing and BI/PR services for the Borrowing Party.
9. Consent of Shared Employee. The Originating Party represents that the Shared Employee has reviewed the terms of this Agreement and acknowledges and agrees to perform the duties described herein, and agrees to administer the building code and the adopted policies of the Borrowing Party, and to defer to the direction of the building official of the Borrowing Party on matters relating to permitting, the BI/PR services and the issuance of permits.
10. Records. Borrowing Party is responsible for maintaining and retaining the records created by the Shared Employee consistent with its public records policy and retention schedule.
11. General Provisions.
- 11.1 Compliance with Laws. Every party shall comply with all applicable federal, state and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
- 11.2 Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without giving effect to the conflicts of laws provisions thereof.
- 11.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.
- ~~11.4 System Access. The Borrowing Party agrees to provide the Originating Party access to the~~

Borrowing Party's permitting system.

- 11.5 Default. A Party shall be deemed in default if it fails to comply with any provision of this Agreement. The non-defaulting party shall provide the defaulting party written notice of the default and an explanation thereof and allow the defaulting party thirty (30) days within which to cure.
- 11.6 Indemnification. Subject to the Oregon Tort Claims Act and Oregon Constitution, the Originating Party hereby agrees to indemnify, defend and hold harmless the Borrowing Party (including their elected officials, officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Originating Party, its elected officials, officers, employees (including the Shared Employee) and agents pursuant to the terms of this Agreement. Each Party shall give the other Party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- Subject to the Oregon Tort Claims Act and Oregon Constitution, the Borrowing Party hereby agrees to indemnify, defend and hold harmless the Originating Party (including their elected officials, officers, employees and agents) from and against all claims, demands and causes of actions and suits of any kind or nature made by a third party for personal injury, death or damage to property arising out of the service(s) performed by the Borrowing Party its elected officials, officers, employees and agents pursuant to the terms of this Agreement. Each Party shall give the other Party to this Agreement notice of any claim made or case filed that relates to this Agreement or services performed hereunder.
- 11.7 Insurance. Each Party agrees to maintain liability and workers compensation insurance in accordance with statutory requirements at levels necessary to protect against liabilities allowed by law. Originating Party shall maintain workers compensation coverage for the Shared Employee loaned under this Agreement.
- 11.8 Modification. This Agreement may be amended in writing as may be mutually agreed to between the Parties.
- 11.9 Dispute Resolution. The Parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiation in the event of an impasse.
- 11.10 Enforcement. Subject to the provisions in section 10.9, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.
- 11.11 Excused Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, pandemics, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the Party to be excused. For purposes of this Agreement, the current COVID-19 pandemic does not qualify as a Force Majeure event subject to this subsection, except where pandemic conditions substantially worsen, or additional government regulations are imposed, that renders performance of this Agreement impossible, or materially

and demonstrably delays performance beyond that which was reasonably foreseeable by the nonperforming party in light of the COVID-19 pandemic existing as of the Effective Date of this Agreement.

11.12 Termination. A Party may terminate its participation in this Agreement, with or without cause and at any time, by providing thirty (30) days written notice to the other Party to this Agreement.

11.13 Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

11.14 Entire Agreement. This Agreement is the entire agreement of the Parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

12. Contact Persons. Communications about this Agreement and any notice sent under its terms shall be sent by and to the following contact persons for the Parties:

<u>Jurisdiction</u>	<u>Contact Person</u>	<u>Address</u>
City of Beaverton	Kimberlee McArthur	12725 SW Millikan Way; 4th Floor
Clackamas County	Matt Rozzell	150 Beaver creek Rd

12. Appropriations Clause. The obligations of the Parties are subject to appropriations by their governing bodies. This Agreement is subject to the debt limitations in Oregon Constitution, Article XI, section 10 and any debt limitations contained in a city charter.

IN WITNESS WHEREOF, the Parties have caused to be signed in their behalf to make and enter into this Agreement this _____ day of _____, 2020.

CLACKAMAS COUNTY

By _____ Date _____
Chair, Board of County Commissioners

CITY OF BEAVERTON

By Denny Doyle Date 8/7/2020
Denny Doyle, Mayor

Approved as to Form:

By Grace Wong
City Attorney

Date 8/7/2020



DAN JOHNSON
DIRECTOR

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

August 20, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a
Safe Routes to School Infrastructure Grant

Purpose	Approval to apply for Oregon Department of Transportation (ODOT) Safe Routes to School (SRTS) Infrastructure Grant and sign letter of support for the application.
Dollar Amount and Fiscal Impact	The total project cost is \$2,658,600. If the grant is awarded, the County would be responsible for 25% cash match of \$664,650 which will be funded using Transportation System development Charge (TSDC) revenues. \$1,993,950 in SRTS grant funds will be requested.
Funding Source	Transportation System Development Charges (TSDC) is the funding source for the cash match.
Duration	Grant award announcement is expected to occur late 2020 or early 2021. If grant is awarded, project would begin in Summer of 2021 and completed within 5 years.
Previous Board Action	No previous action.
Strategic Plan Alignment	This item aligns with the stated policy perspectives of: <ul style="list-style-type: none"> • Carbon Neutrality, including developing and implementing a Climate Action Plan • Healthy and Active Lifestyle, guiding housing, transportation, and land use policies and decisions
Counsel Review	This items does not require Counsel Review. Finance has reviewed approved the attached lifecycle form.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: Item is a grant application
Contact Person	Scott Hoelscher, Senior Transportation Planner - 742-4533 or 577-5057

BACKGROUND:

The ODOT Safe Routes to School Infrastructure Grant Program provides funding for projects that address barriers for students walking and biking to school. The statewide competitive grant process occurs every two years and \$26 million will be distributed this grant cycle.

This project involves construction of sidewalks on both sides of SE Webster Road from Bilquist Elementary School to the existing Tri-Met transit stop at SE Roots Road. The existing substandard, shoulder bike lanes will be widened to standard 8-foot buffered bike lanes. The north project extent will connect to the existing school crosswalk at Bixel Way. Crosswalk upgrades consisting of illumination,

center pedestrian refuge and ADA compliant curb ramps will be included. The project length is approximately 1,325 feet and also includes 7 reconstructed and 13 new ADA compliant intersection curb ramps. The purpose of the project is to provide a safe place for students and families to walk or bike to school. The grant application is due on August 31, 2020.

RECOMMENDATION:

Staff respectfully requests approval to apply for ODOT Safe Routes to School infrastructure funds for SE Webster Road and requests the BCC sign the attached letter of support for inclusion in the grant application.

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher- Senior Transportation Planner

August 20, 2020

LeeAnne Ferguson, SRTS Program Manager
Transportation Development Division
ODOT-Mill Creek Building
555 13th Street NE
Salem, OR 97301

Re: Safe Routes to School Infrastructure Grant Program- Webster Road Sidewalk Project

Dear Ms. Ferguson:

The Clackamas County Board of County Commissioners (BCC) strongly supports the 2020-2021 Safe Routes to School Infrastructure Grant application for pedestrian and bicycle infrastructure improvements along SE Webster Road, providing improved access to Bilquist Elementary School. At the August 20, 2020 BCC Business Meeting the SRTS grant application submission was approved. Through this approval, the use of county funds (Transportation System Development Charge revenues) will be used to provide the required monetary match.

SE Webster Road is a significant north-south minor arterial roadway in the urban, unincorporated area of Clackamas County. Currently there are no sidewalks along Webster which results in Bilquist Elementary School students being forced to walk within the substandard shoulder bike lane. A new sidewalk and bike lane improvements are needed to serve students and families within the Bilquist Elementary walk zone.

This project is the result of a 2016 Bilquist Elementary SRTS Action Plan led by our Department of Transportation and Development in partnership with the school. The collaborative planning effort involved engagement with school administration, Parent Teacher Association (PTA) and community members. The plan identified SE Webster Road sidewalk construction as a priority project. In addition, SE Webster Road pedestrian and bicycle improvements are included in the Clackamas County Transportation System Plan (TSP) as a Tier 2: Preferred Capital Project.

The Clackamas County BCC fully supports Safe Routes to School funding and is committed to continuing work that provides safer and healthier transportation choices for students. We look forward to improving SE Webster Road and providing the needed infrastructure near a Title I school to increase the number of students walking and biking to school in Clackamas County.

Thank you for your time and consideration

Sincerely,

Jim Bernard, Chair
Clackamas County Board of Commissioners

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: _____
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): _____
Requestor Contact Information: _____
Department Fiscal Representative: _____
Program Name or Number (please specify): _____
Brief Description of Project:

Name of Funding (Granting) Agency: _____

Agency's Web Address for Grant Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant	Non-Competing Grant	Other	Funding Agency Award Notification Date: _____
CFDA(s), if applicable: _____			Announcement/Opportunity #: _____
Announcement Date: _____			Max Award Value: _____
Grant Category/Title: _____			Match Requirement: _____
Allows Indirect/Rate: _____			Other Deadlines: _____
Application Deadline: _____			Other Deadline Description: _____
Grant Start Date: _____			<div style="border: 1px solid black; height: 20px;"></div>
Grant End Date: _____			Program Income Requirement: _____
Completed By: _____			
Pre-Application Meeting Schedule: _____			

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunsetting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

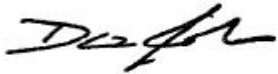
4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.		

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment No. 2 with Murraysmith, Inc. for
Design Services for ADA Improvements.

Purpose/Outcomes	Amendment of a contract for engineering, design and support services.
Dollar Amount and Fiscal Impact	Total Amended Contract value is \$740,111.00. For Amendment #2, Contract value is \$297,992.00. Oak Grove Blvd: \$76,081.00. Sunnyside Road: \$221,911.00.
Funding Source	County Road Funds
Duration	Amendment #2 will add an additional one year of services to expire on June 30, 2021.
Previous Board Contact	Approval of the original Contract on April 11, 2019.
Strategic Plan Alignment	This work aligns with Performance Clackamas Strategic Plan Priorities "Build a strong infrastructure" and "Ensure safe, healthy and secure communities"
Counsel Review	Service Level Amendment has been reviewed and approved by County Counsel on 8/6/2020, AN
Procurement Review	Was the processed through Procurement? Yes This item is a Service Level Amendment
Contact Person	Joel Howie, Civil Engineering Supervisor, 503-742-4658

BACKGROUND:

The County developed a request for proposal document in the fall of 2018 and chose Murraysmith to perform work associated with the final design of ADA curb ramp modifications along Oak Grove Boulevard (ADA Ramp Project #1) and Sunnyside Road between 132nd and 162nd avenues (ADA Ramp Project #2). The request for proposal document included the scope of work for Sunnyside Road between 122nd and 132nd avenues (ADA Ramp Project #3) and stated this would be included in a future phase with a separate purchase order and contract request. Design work for ADA Ramp Project #1 is complete.

For ADA Ramp Project #2, the design of the ramp improvements on Sunnyside Road has been extremely challenging due to the slopes of the adjacent streets, especially on the south side of Sunnyside Road. After receiving various plan submittals, the County design team requested additional design concepts for 6 ADA Ramp corners to assist with evaluating the best option for each ramp. The design team has narrowed the best options for these ramps, which will also include recommendations for redesigning the other 15 ADA ramp corners. The recommendations and resulting redesign require an amendment to the contract and Murraysmith, Inc. was requested to provide an amended scope and fee estimate.

The Scope of Work for the design of ADA Ramps between 122nd and 132nd avenues includes improving ADA ramps at 20 non-signalized corners and 6 signalized corners. The design includes inventorying the curbs ramp locations, surveying, utility coordination, curb ramp design (50%, 90% and final plans, special provisions and estimates), traffic signal modifications and bid assistance support.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on October 1, 2018. Proposals were opened on October 23, 2018. The County received two (2) Proposals: Murraysmith, Inc. and Westlake Consultants. Upon evaluation of the submitted proposals, a DTD evaluation committee scored Murraysmith, Inc. the highest and recommend a contract be awarded. Following award, DTD entered into negotiations with Murraysmith, Inc. and developed a final statement of work along with final billing rates and a contract total value.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs this amendment to the original services contract with Murraysmith, Inc. for additional design and engineering services for the Design Services for ADA Improvements.

Respectfully submitted,

Joel Howie,
Project Manager

Placed on the _____ Agenda by the Purchasing Division.

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS WITH MURRAYSMITH, INC. FOR DESIGN SERVICES
FOR ADA IMPROVEMENTS (RFP #2018-90)**

This Amendment #2 is entered into between **Murraysmith, Inc.** (“Contractor”) and Clackamas County (“County”) and it shall become part of the Contract documents entered into between both parties on April 11, 2019 (“Contract”).

The Purpose of the Amendment #2 is to make the following changes to the Contract:

1. **ARTICLE I, Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from June 30, 2020 to **June 30, 2021**. County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment. The Work previously performed is and shall remain subject to the terms and conditions of the Contract. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder.

2. **ARTICLE I, Scope of Work** is hereby amended as follows:
Part A is for additional design concepts for six ADA ramp corners along Sunnyside Road between 132nd and 162nd Avenues (Project #2). The additional designs were necessary due to the unanticipated impact of slopes of adjacent streets on the south side of Sunnyside Road. The additional work is attached as **Exhibit H** and hereby incorporated by reference.

Part B is for the future phase of Project #3 as noted in the original RFP. Project #3 includes improving twenty (20) non-signalized corners and six (6) signalized corners along Sunnyside Road between 122nd and 132nd Avenues. The design includes inventorying the curbs ramp locations, surveying, utility coordination, curb ramp design, traffic signal modification and bid assistance support. The additional Scope of Work for Project #3 is attached as **Exhibit I** and hereby incorporated by reference.

3. **ARTICLE I, Consideration** is hereby amended as follows:
The total for the additional Work in Part A shall not exceed \$76,081.00; the total for the additional Work in Part B shall not exceed \$221,911.00; and the total for all additional Work, herein, shall not exceed **\$297.992.00**. The total Contract compensation shall not exceed \$740,110.00.

ORIGINAL CONTRACT	\$ 424,664.00
AMENDMENT #1	\$ 17,455.00
AMENDMENT #2	\$ 297.992.00
TOTAL AMENDED CONTRACT	\$ 740,111.00

SIGNATURE PAGE FOLLOWS

EXHIBIT H
UPDATED SCOPE OF WORK FOR PART A
ASSOCIATED FEE SCHEDULE

EXHIBIT I
SCOPE OF WORK FOR PROJECT #3
ASSOCIATED FEE SCHEDULE



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Wallis Engineering, PLLC for the
Design Services for the 2021 Paving Packages**

Purpose/Outcome	Contract will provide project management and coordination for three identified paving projects to be bid in the summer of 2021.
Dollar Amount and Fiscal Impact	Contract total \$326,576.30.
Funding Source	County Road Fund and Community Road Fund.
Duration	June 30, 2021
Previous Board Action/Review	None
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? The public's increasing expectation that the transportation system will be safer and support a healthier community. 2. How does this item align with the County's Performance Clackamas goals? a. Build a strong infrastructure, b. Ensure safe, healthy and secure communities, c. Grow a vibrant economy
Counsel Review	1. 8/12/20 2. AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Vince Hall, Civil Engineer, 503-650-3210
Contract No.	3087

Background:

The Project will provide project management and coordination, develop design criteria, survey and utility coordination, geotechnical, temporary traffic control plans, pavement marking plans, final PS&E (Plans, Specifications and Estimates) and Bid Assistance, monument preservation, and right-of-way services for the 2021 contract paving projects. The County has identified 3 paving projects (Kelso/Richey Package, Thiessen Area Package, and Arista Area Package) for the summer of 2021. This includes approximately 5.79 miles of roads for 2021. These projects are part of an annual program to preserve the pavement of roads within the County's 1,400 miles road network.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 11, 2020. Proposals were opened on April 4, 2020. The County received three (3) Proposals: PBS,

Murraysmith, Inc. and Wallis Engineering, PLLC. An evaluation committee of three DTD personnel scored Wallis Engineering, PLLC the highest. Upon Contract award, the statement of work and project fees were negotiated and finalized.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Wallis Engineering, PLLC for the Design Services for the 2021 Paving Packages.

Sincerely,


Shane Abbott (Aug 6, 2020 18:50 PDT)

Terry S. Abbot
Transportation Operations Manager

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3087**

This Personal Services Contract (this “Contract”) is entered into between **Wallis Engineering, PLLC.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Department of Transportation 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 June 30, 2021.
- 2. Scope of Work.** Contractor shall provide the following personal services: #2020-11 Design Services for the 2021 Paving Packages (“Work”), further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **three hundred twenty-six thousand five hundred seventy-six dollars and thirty cents (\$326,576.30)**, 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: Vince Hall.

- 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	County
Administrator: Wes Wegner Phone: 360-852-9160 Email: wes.wegner@walliseng.net	Administrator: Vince Hall Phone: 503-650-3210 Email: vincehal@clackamas.us

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

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. 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. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all

claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

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. 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 procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 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 occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This 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, or procurement@clackamas.us. 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 the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 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 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.

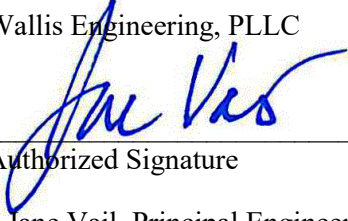
28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

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

ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Wallis Engineering, PLLC



Authorized Signature

7/31/2020

Date

Jane Vail, Principal Engineer

Name / Title (Printed)

683520-96

Oregon Business Registry #

FLLC/ Oregon

Entity Type / State of Formation

Clackamas County Board of County
Commissioners

Chair

Date

Recording Secretary

Approved as to Form:



County Counsel

08/06/2020

Date

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

PROJECT BACKGROUND

Clackamas County Department of Transportation and Development (County) has identified three paving projects for the summer of 2021. These projects are part of the County’s annual pavement preservation program, and include the following roads:

KELSO / RICHEY PACKAGE

<i>Road Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>
SE Kelso Rd	SE Richey Rd	Hwy 26	14,730 ft / 2.8 mi
SE Richey Rd	SE Kelso Rd	Hwy 212	4,350 ft / 0.8 mi

THIESSEN AREA PACKAGE

<i>Road Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>
SE El Centro Wy	SE Hill Rd	SE El Camino Wy	1,715 ft / 0.32 mi
SE El Centro Ct	SE El Centro Wy	(Cul de sac)	190 ft / 0.02 mi
SE La Mesa Wy	SE Hill Rd	SE El Centro Wy	1,639 ft / 0.31 mi
SE Sierra Vista Dr	SE Thiessen Rd	(Cul de sac)	1,249 ft / 0.24 mi
SE Harmon Ct	SE Thiessen Rd	(Cul de sac)	460 ft / 0.09 mi
SE Vista Ln	SE Thiessen Rd	(dead end)	2,069 ft / 0.39 mi
SE Ancona Ct	SE Vista Ln	(Cul de sac)	184 ft / 0.03 mi
SE Bantam Ct	SE Vista Ln	(Cul de sac)	174 ft / 0.03 mi
SE Cornish Ct	SE Vista Ln	(Cul de sac)	175 ft / 0.03 mi

ARISTA PACKAGE

<i>Road Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>
SE Lee Ave	SE Courtney Rd	(dead end at fence)	1,656 ft / 0.31 mi
SE Arista Dr	SE Oak Grove Blvd	SE Maple St	535 ft / 0.10 mi
SE Silver Springs Rd	SE River Rd	(dead end)	1,633 ft / 0.31 mi

GENERAL SCOPE OF PROJECT

Wallis Engineering will provide project management and coordination and lead a team to complete design and contract documents necessary to deliver the 2021 Paving Packages. Work will include project management, surveying, geotechnical investigations and recommendations, civil engineering design, contract documents for three packages, bidding assistance, monument preservations, and right-of-way services. We will design roadway improvements based on the County’s available budget, as well as their design and maintenance preferences. Construction phase services are not included at this time.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2021.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
GeoDesign (GeoDesign)	Geotechnical Engineering
Compass Land Surveyors (Compass)	Surveying
Erlandsen, Inc. (Erlandsen)	Mobile LiDAR Scanning

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Provide management, coordination, and direction to the project design team to complete the project. This task will include preparation of a detailed project schedule showing all major tasks, meetings, and review milestones, updated as schedule changes occur throughout the project. Wallis will prepare monthly status reports and schedule updates to be included with consultant invoices. We will also coordinate, prepare for, and attend project team meetings, and prepare meeting agendas and meeting minutes. This task assumes a project kickoff meeting, with design-related meetings described in other tasks.

Task 1 Assumptions:

- Design phase is assumed to be July 2020 through January 2021, with Right-of-Way phase between September 2020 and January 2021. Post-monumentation work will take place after construction completion, estimated as November through December 2021.
- Construction phase services are not included
- County staff will complete all necessary permitting, stakeholder coordination, and public involvement unless specifically noted otherwise
- All project meetings will be held at the County's offices or consist of video conferencing, per County direction
- Contract assumes up to six (6) meetings at County offices and an allotment of eight (8) hours of coordination with Oak Lodge Water Services District (OLWS) to discuss stormwater impacts

Task 1 Deliverables:

- Project schedule and monthly schedule updates
- Monthly progress reports and billings
- Kickoff, design and coordination meeting agenda and minutes

TASK 2 PROJECT DESIGN CRITERIA

Task 2.1 Background Data Investigation and Review

Wallis will gather field information and complete a comprehensive investigation of all background data relevant to preparation of contract documents for the paving packages. Our design team will walk and complete a windshield survey of the roadways in each of the three paving packages, and document potential issues affecting design. We will review the following documents:

- Past paving project plans and contract documents completed by Clackamas County
- Available roadway as-builts
- Available utility maps
- Historical drainage and maintenance concerns for roadways

Task 2.2 Develop Project Design Criteria

We will meet with County staff to identify project design criteria for paving plans, temporary traffic control, pavement markings, signage, and other project elements. These design criteria will be common to all three paving packages. Based on this meeting, we will summarize project design criteria in a memorandum, to be submitted to the County for review and approval prior to moving forward with design.

Task 2 Assumptions:

- No ADA compliancy review work or new ADA ramp design is anticipated
- No stormwater quality or quantity improvements required

Task 2 Deliverables:

- Project Design Criteria Meeting Agenda & Minutes
- Project Design Criteria Memorandum

TASK 3 SURVEYING

Task 3.1 Surveying for Kelso / Richey Package

Compass will set control at intervals of 300-500 feet for each street in this paving package.

Approximately 42 control points will be established. Preliminary research identifies the possible presence of four monuments of record which will need to be recovered and re-tied to verify that no disturbance has taken place with the proposed improvement work. Copies of recorded vesting deeds will be provided upon request for all properties where a Right of Entry is required.

Erlandsen will acquire LiDAR and panoramic imagery of the streets within the Kelso / Richey paving package utilizing their mobile mapping vehicle. Erlandsen will post process the mobile scanning data to prepare it for use in Orbit GT and AutoCAD. This includes differentially correcting the scanning point cloud as well as several other procedures necessary to transform the raw scanning data and imagery into a suitable format for collecting AutoCAD line and point features. Features will include:

- Edge of pavement (line)
- Pavement striping (line)
- Gutter lines along curbs (line)
- Driveway entrance locations and approximate extent of driveway aprons (line)
- All in pavement features including surface utility structures (points)

Task 3.2 *Surveying for Thiessen Area Package*

Compass will set control at intervals of 300-500 feet for each street in this paving package.

Approximately 32 control points will be established. Preliminary research identifies the possible presence of three monuments of record which will need to be recovered and re-tied to verify that no disturbance has taken place with the proposed improvement work. Copies of recorded vesting deeds will be provided upon request for all properties where a Right of Entry is required.

Erlandsen will acquire LiDAR and panoramic imagery of the streets within the Thiessen area paving package utilizing their mobile mapping vehicle. Erlandsen will post process the mobile scanning data to prepare it for use in Orbit GT and AutoCAD. This includes differentially correcting the scanning point cloud as well as several other procedures necessary to transform the raw scanning data and imagery into a suitable format for collecting AutoCAD line and point features. Features will include:

- Edge of pavement (line)
- Pavement striping (line)
- Gutter lines along curbs (line)
- Driveway entrance locations and approximate extent of driveway aprons (line)
- All in pavement features including surface utility structures (points)

Task 3.3 *Surveying for Arista Package*

Compass will set control at intervals of 300-500 feet for each street in this paving package.

Approximately 15 control points will be established. Preliminary research identifies the possible presence of monuments of record which will need to be recovered and re-tied to verify that no disturbance has taken place with the proposed improvement work. Copies of recorded vesting deeds will be provided upon request for all properties where a Right of Entry is required.

Erlandsen will acquire LiDAR and panoramic imagery of the streets within the Arista area paving package utilizing their mobile mapping vehicle. Erlandsen will post process the mobile scanning data to prepare it for use in Orbit GT and AutoCAD. This includes differentially correcting the scanning point cloud as well as several other procedures necessary to transform the raw scanning data and imagery into a suitable format for collecting AutoCAD line and point features. Features will include:

- Edge of pavement (line)
- Pavement striping (line)
- Gutter lines along curbs (line)
- Driveway entrance locations and approximate extent of driveway aprons (line)
- All in pavement features including surface utility structures (points)

Task 3 Assumptions:

- No topographic survey information is required
- All curb ramps within the project area are ADA compliant or will be reconstructed outside of this contract.
- Pre-Construction Record of Surveys are not required for any of the packages; if needed, this work will be included in a supplemental agreement
- Post-construction survey monumentation is not included; if needed, this work will be included in a supplemental agreement
- Traffic Control for setting control and control point expenses are estimated at \$1,000.

- All required notifications to individual property owners (as needed) will be completed by the County.
- Lidar collection traffic control includes a chase vehicle.
- All Lidar control points for all project areas will be set by Compass prior to Lidar data collection by Erlandsen.

Task 3 Deliverables:

- Narrative of confirmed monuments of record results
- Mobile LiDAR scanning data with horizontal positioning based upon the Oregon Coordinate Reference System, Portland Zone. Elevations to be based on NAVD’88.

TASK 4 GEOTECHNICAL SERVICES

Task 4.1 Geotechnical Services for Kelso / Richey Package

GeoDesign will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, GeoDesign will determine an appropriate pavement preservation method for each street section. Their work will begin with a field investigation, including:

- A generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions
- Provide traffic control and traffic control plans when required
- Ground penetrating radar (GPR) testing in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street
- Subsurface exploration through core borings to compare GPR results with in-situ conditions, typically to approximately 2.5 feet below ground surface (BGS); in areas of utility conflict, cores will be through the pavement surfacing only
- Complete core borings and obtain samples of the pavement, base and subgrade materials encountered
- Falling weight deflectometer (FWD) testing with tests completed in each direction with approximate 200-foot spacing
- Review traffic counts from 2018 available from the County on Richey and Kelso Road

Cores will be taken in the following locations:

Road name	From	To	Length (ft)	No. Cores
Kelso Road	Richey	HWY 26	14,890	13
Richey Road	Kelso	HWY 212	4,310	5

GeoDesign will maintain a detailed log of the explorations and provide a qualitative review and summary of pavement conditions for each street. After field testing, GeoDesign will complete laboratory analyses of samples and analyze testing results. They will:

- Perform up to 18 tests for moisture content, up to four Atterberg limits test
- Complete two trials for cement content testing through our subcontractor, if required
- Analyze traffic data to be provided by Wallis and the County and calculate 20- and 15-year design equivalent single axle loading (ESAL)

- 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
- 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
- Analyze FWD data and back calculate effective pavement capacity for Kelso Road and Richey Road

Based on this work, GeoDesign will provide a summary of pavement capacity for each street compared to 20-, 15-, and 10-year design life.

GeoDesign will provide a data report summarizing field investigation findings. This work will include conducting a 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 report are available for reference. Based on this work, GeoDesign will develop recommended pavement designs.

Task 4.2 Geotechnical Services for Thiessen Area Package

GeoDesign will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, GeoDesign will determine an appropriate pavement preservation method for each street section. Their work will begin with a field investigation, including:

- A generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions
- Provide traffic control and traffic control plans when required.
- Ground penetrating radar (GPR) testing in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street
- Subsurface exploration through core borings to compare GPR results with in-situ conditions, typically to approximately 2.5 feet below ground surface (BGS); in areas of utility conflict, cores will be through the pavement surfacing only
- Obtain samples of the pavement, base and subgrade materials encountered
- Dynamic cone penetration (DCP) testing at every other core location
- Conduct 48-hour classification counts for the streets (non-cul-de-sac) for the Thiessen paving package.

Cores will be taken in the following locations:

Road name	From	To	Length (ft)	No. Cores
El Centro Way	Hill	El Camino	1,745	3
El Centro Court	El Centro Way	Cul-de-sac	210	1
La Mesa Way	Hill	El Centro Way	1,620	3
Harmon Ct	Thiessen Rd	Cul-de-sac	455	1
Sierra Vista Drive	Thiessen Rd	Cul-de-sac	1,215	2
Vista Lane	Thiessen Rd	NW End	2,075	3
SE Cornish Ct	Vista	Cul-de-sac	200	1
SE Bantam Ct	Vista	Cul-de-sac	200	1
SE Ancona Ct	Vista	Cul-de-sac	200	1

GeoDesign will maintain a detailed log of the explorations and provide a qualitative review and summary of pavement conditions for each street. After field testing, GeoDesign will complete laboratory analyses of samples and analyze testing results. They will:

- Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Perform up to 16 tests for moisture content, up to four Atterberg limits test.
- Complete two trials for cement content testing through our subcontractor, if required.
- Analyze traffic data available from the County and obtained through counts to calculate 20- and 15-year design equivalent single axle loading (ESAL).
- 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.
- 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.

Based on this work, GeoDesign will provide a summary of pavement capacity for each street compared to 20-, 15-, and 10-year design life.

GeoDesign will provide a data report summarizing field investigation findings. This work will include conducting a 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 report are available for reference. Based on this work, GeoDesign will develop recommended pavement designs.

Task 4.3 Geotechnical Services for Arista Package

GeoDesign will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, GeoDesign will determine an appropriate pavement preservation method for each street section. Their work will begin with a field investigation, including:

- A generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions
- Provide traffic control and traffic control plans when required
- Ground penetrating radar (GPR) testing in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street
- Subsurface exploration through core borings to compare GPR results with in-situ conditions, typically to approximately 2.5 feet below ground surface (BGS); in areas of utility conflict, cores will be through the pavement surfacing only
- Obtain samples of the pavement, base and subgrade materials encountered
- Dynamic cone penetration (DCP) testing at every other core location
- Conduct 48-hour classification counts for the streets (non-cul-de-sac) for the Arista paving package

Cores will be taken in the following locations:

Road name	From	To	Length (ft)	No. Cores
SE Silver Springs	River	Trolley Trail	1,650	3
SE Arista Drive	Oak Grove	Maple	540	1
SE Lee Ave	South End	Courtney	1,640	3

GeoDesign will maintain a detailed log of the explorations and provide a qualitative review and summary of pavement conditions for each street. After field testing, GeoDesign will complete laboratory analyses of samples and analyze testing results. They will:

- Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Perform up to 7 tests for moisture content, up to four Atterberg limits test.
- Complete two trials for cement content testing through our subcontractor, if required.
- Analyze traffic data available from the County and obtained through counts calculate 20- and 15-year design equivalent single axle loading (ESAL).
- 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.
- 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.

Based on this work, GeoDesign will provide a summary of pavement capacity for each street compared to 20-, 15-, and 10-year design life.

GeoDesign will provide a data report summarizing field investigation findings. This work will include conducting a 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 report are available for reference. Based on this work, GeoDesign will develop recommended pavement designs.

Task 4 Assumptions:

- Permitting documentation for pavement explorations will be prepared by GeoDesign. Fees for pavement investigation permitting will be paid by County.

Task 4 Deliverables:

- Pavement data report
- Pavement designs incorporated into project plans

TASK 5 DESIGN FOR KELSO / RICHEY PACKAGE

The design team will complete design for the Kelso / Richey Package, culminating in contract documents and bid phase services.

Base Mapping

Wallis will prepare a base map showing ground features within the paving limits, utilizing County Aerial Photos and LiDAR data. The base map will include edge of pavement, curb lines, driveway aprons and

approximate location of utility structures within the pavement. The base map will also include collected monument information from pre-monumentation surveys, as appropriate.

Utility Coordination

Wallis will complete a thorough utility coordination effort, beginning with notification to utility providers within the project area of the proposed improvements and creation of a log of updated utility contacts. The effort will continue with coordination to determine if any infrastructure improvements are planned in these areas, or if proposed improvements are anticipated to impact any existing utilities. Maps of the project areas will be sent to each utility. The maps will be followed up with phone conversations and a letter or email to each utility. If a utility is planning improvements, Wallis Engineering will coordinate with the County regarding potential scheduling impacts. This work will also include up to one utility coordination meeting with the utility service providers.

ODOT Coordination

We will coordinate with ODOT for the Kelso / Richey Package to ensure that proposed improvements and temporary traffic control measures meet their approval prior to the contractor obtaining a right-of-way permit for work within ODOT jurisdiction.

60% Design

Wallis will prepare plans to the 60% level, accompanied by an opinion of cost. Plans will include roadway improvement plans, typical sections, and notes. Following submittal of these documents to the County, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide further direction for the next submittal effort.

90% Design

Wallis will prepare a 90% set of plans, opinion of cost, and specifications, reflecting the comments and direction provided by County staff during the 60% work session. Specifications will be based on 2018 ODOT/APWA Standard Specifications for Construction, and will include the County’s boilerplate Division 1 special provisions. As part of this effort, we will also prepare special provisions to address project work not adequately covered in the Standard Specifications.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D 2018+, and using standard County title block as provided by the County. Plans will include roadway plans, typical sections, notes, staging plans, temporary traffic control plans, pavement markings, and details. Plan sheets will be limited to showing the area proposed for pavement rehabilitation, providing additional detail where warranted.

The following is the anticipated list of plan sheets for the Kelso / Richey paving package.

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes	1	2
Traffic Control Notes and Plans	3	5
Summary of Quantities	1	6
Typical Sections	2	8
Plan Sheets	15	23
Details	2	25

Following submittal of the 90% design package, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide feedback for the final submittal.

100% Design

Following the County's review of the 90% plans, the design team will prepare 100% plans, specifications, and an opinion of cost as a reproducible set incorporating review comments from the County.

Right of Entry Requests

Wallis will obtain current vesting deeds for properties requiring a Right of Entry (ROE) due to anticipated construction work or temporary egress onto private property.

For each property requiring ROE, we will prepare ROE requests. Each request will include mailing a Letter of Request for ROE, two copies of a ROE form provided by the County, one stamped and self-addressed return envelope, and our project manager's business card. If requests are not responded to within 45 days, Wallis will repeat this process. All copies of each ROE request will be scanned and submitted to the County. Original acquired Right of Entries will be mailed to the County.

As prompted by property owners, we will correspond via email and phone, and forward their concerns to the County if we are not able to alleviate their concerns internally.

Data and correspondence records will be compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed, and sent to the County weekly (or as requested).

Bid Phase Services

Wallis will also assist the County as needed with bid phase services. This work is expected to include answering bidder questions and completing any addenda necessary to clarify the contract documents for each paving package.

Task 5 Assumptions:

- The County will provide County Aerial Photos in AutoCAD compatible format
- County will provide the current 100's boilerplate special provisions
- Changes to the existing roadway profile are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record existing profile information to recreate the roadway finish grades
- Work sessions will be for all three paving packages; individual meetings for each paving package after each submittal will not be necessary
- Signal loop impacts will require only replacement of loops in kind; no further signal modifications or design will be required
- County will provide consultant with utility letter templates and example utility letters from other projects
- County will review and approve ROE letter prior to use, and provide an example or template ROE form
- Right of entries anticipated for 10% of properties adjacent to the roads included in this package
- County will lead bidding and construction phases
- Improvements are anticipated to include pavement grind and inlay/overlay only. Stormwater management for water quality or quantity will not be required

- Utility potholing (as necessary) will be completed by the County
- No pre-bid meetings anticipated
- An erosion control plan will be provided by the contractor and the project is covered under the County's 1200-CA permit.

Task 5 Deliverables:

- Project base map in AutoCAD format on County-designated coordinate system
- Utility contact and coordination log
- Informational letters and project notices to each affected utility
- Meeting agendas and minutes for 60% and 90% work sessions
- 60% plans and opinion of cost (PDF)
- 90%, and 100% plans, specifications, and opinion of cost (PDF)
- 100% plans (AutoCAD)
- 100% specifications (MS Word)
- Right of Entry Requests (assumed up to 10)
- Original Signed Right of Entries
- Right of Entry Project Log
- Bid Addenda (up to two)

TASK 6 DESIGN FOR THIESSEN AREA PACKAGE

The design team will complete design for the Thiessen Package, culminating in contract documents and bid phase services.

Base Mapping

Wallis will prepare a base map showing ground features within the paving limits, utilizing County Aerial Photos and LiDAR data. The base map will include edge of pavement, curb lines, and approximate location of utility structures within the pavement. The base map will also include collected monument information for a pre-monumentation survey.

Utility Coordination

This task will include a thorough utility coordination effort, beginning with notification to utility providers within the project area of the proposed improvements. The effort will continue with coordination to determine if any infrastructure improvements are planned in these areas, or if proposed improvements are anticipated to impact any existing utilities. Maps of the project areas will be sent to each utility. The maps will be followed up with phone conversations and a letter or email to each utility. If a utility is planning improvements, Wallis Engineering will coordinate with the County regarding potential scheduling impacts. This work will also include up to one utility coordination meeting with the utility service providers.

An erosion control permit is assumed to be required from OLWSD for this project. Wallis engineering will prepare a submit a permit package for approval based upon the OLWSD Erosion Control standards.

60% Design

Wallis will prepare plans to the 60% level, accompanied by an opinion of cost. Plans will include roadway improvement plans, typical sections, and notes. Following submittal of these documents to the

County, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide further direction for the next submittal effort.

90% Design

Wallis will prepare a 90% set of plans, opinion of cost, and specifications, reflecting the comments and direction provided by County staff during the 60% work session. Specifications will be based on 2018 ODOT/APWA Standard Specifications for Construction, and will include the County’s boilerplate Division 1 special provisions. As part of this effort, we will also prepare special provisions to address project work not adequately covered in the Standard Specifications.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D 2018+, and using standard County title block as provided by the County. Plans will include roadway plans, typical sections, notes, staging plans, temporary traffic control plans, pavement markings, and details. Plan sheets will be limited to showing the area proposed for pavement rehabilitation, providing additional detail where warranted.

The following is the anticipated list of plan sheets for the Thiessen Area paving package.

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes	1	2
Traffic Control Notes and Plans	1	3
Summary of Quantities	1	4
Typical Sections	3	7
Plan Sheets	6	13
Details	3	16

Following submittal of the 90% design package, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide feedback for the final submittal.

100% Design

Following the County’s review of the 90% plans, the design team will prepare 100% plans, specifications, and an opinion of cost as a reproducible set incorporating review comments from the County.

Right of Entry Requests

Wallis will obtain current vesting deeds for properties requiring a Right of Entry (ROE) due to anticipated construction work or temporary egress onto private property.

For each property requiring ROE, we will prepare ROE requests. Each request will include mailing a Letter of Request for ROE, two copies of a ROE form provided by the County, one stamped and self-addressed envelope, and our project manager’s business card. If requests are not responded to within 45 days, Wallis will repeat this process. All copies of each ROE request will be scanned and submitted to the County. Original acquired Right of Entries will be mailed to the County.

As prompted by property owners, we will correspond via email and phone, and forward their concerns to the County if we are not able to alleviate their concerns internally.

Data and correspondence records will be compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed, and sent to the County weekly (or as requested).

Bid Phase Services

Wallis will also assist the County as needed with bid phase services. This work is expected to include answering bidder questions and completing any addenda necessary to clarify the contract documents for each paving package.

Task 6 Assumptions:

- The County will provide County Aerial Photos in AutoCAD compatible format
- County will provide the current 100's boilerplate special provisions
- Changes to the existing roadway profile are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record existing profile information to recreate the roadway finish grades.
- Work sessions will be for all three paving packages; individual meetings for each paving package after each submittal will not be necessary
- Signal loop impacts will require only replacement of loops in kind; no further signal modifications or design will be required
- County will provide consultant with utility letter templates and example utility letters from other projects
- County will review and approve ROE letter prior to use, and provide their ROE form
- Right of entries anticipated for 10% of properties adjacent to the roads included in this package
- County will lead bidding and construction phases
- Stormwater management for water quality and water quantity design are not included in this scope of work. Future discussions between OLWDS and Clackamas County are anticipated to determine stormwater management requirements for this project, if any.
- Utility potholing (as necessary) will be completed by the County.
- No pre-bid meetings anticipated
- All permitting fees will be paid by Clackamas County.

Task 6 Deliverables:

- Project base map in AutoCAD format on County-designated coordinate system
- Utility contact and coordination log
- Informational letters and project notices to each affected utility
- Meeting agendas and minutes for 60% and 90% work sessions
- 60% plans and opinion of cost (PDF)
- 90%, and 100% plans, specifications, and opinion of cost (PDF)
- 100% plans (AutoCAD)
- 100% specifications (MS Word)
- Right of Entry Requests (assumed up to 15)
- Original Signed Right of Entries
- Right of Entry Project Log
- Bid Addenda (up to two)

TASK 7 DESIGN FOR ARISTA PACKAGE

The design team will complete design for the Arista Package, culminating in contract documents and bid phase services.

Base Mapping

Wallis will prepare a base map showing ground features within the paving limits, utilizing County Aerial Photos and LiDAR data. The base map will include edge of pavement, curb lines, driveway aprons and approximate location of utility structures within the pavement. The base map will also include collected monument information from pre-monumentation surveys, as appropriate.

Utility Coordination

Wallis will complete a thorough utility coordination effort, beginning with notification to utility providers within the project area of the proposed improvements and creation of a log of updated utility contacts. The effort will continue with coordination to determine if any infrastructure improvements are planned in these areas, or if proposed improvements are anticipated to impact any existing utilities. Maps of the project areas will be sent to each utility. The maps will be followed up with phone conversations and a letter or email to each utility. If a utility is planning improvements, Wallis Engineering will coordinate with the County regarding potential scheduling impacts. This work will also include up to one utility coordination meeting with the utility service providers.

An erosion control permit is assumed to be required from OLWSD for this project. Wallis engineering will prepare a submit a permit package for approval based upon the OLWSD Erosion Control standards.

60% Design

Wallis will prepare plans to the 60% level, accompanied by an opinion of cost. Plans will include roadway improvement plans, typical sections, and notes. Following submittal of these documents to the County, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide further direction for the next submittal effort.

90% Design

Wallis will prepare a 90% set of plans, opinion of cost, and specifications, reflecting the comments and direction provided by County staff during the 60% work session. Specifications will be based on 2018 ODOT/APWA Standard Specifications for Construction, and will include the County's boilerplate Division 1 special provisions. As part of this effort, we will also prepare special provisions to address project work not adequately covered in the Standard Specifications.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D 2018, and using standard County title block as provided by the County. Plans will include roadway plans, typical sections, notes, staging plans, temporary traffic control plans, pavement markings, and details. Plan sheets will be limited to showing the area proposed for pavement rehabilitation, providing additional detail where warranted.

The following is the anticipated list of plan sheets for the Arista paving package.

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes	1	2
Traffic Control Notes and Plans	1	3
Summary of Quantities	1	4
Typical Sections	2	6
Plan Sheets	4	10
Details	2	12

Following submittal of the 90% design package, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide feedback for the final submittal.

100% Design

Following the County's review of the 90% plans, the design team will prepare 100% plans, specifications, and an opinion of cost as a reproducible set incorporating review comments from the County.

Right of Entry Requests

Wallis will obtain current vesting deeds for properties requiring a Right of Entry (ROE) due to anticipated construction work or temporary egress onto private property.

For each property requiring ROE, we will prepare ROE requests. Each request will include mailing a Letter of Request for ROE, two copies of a ROE form provided by the County, one stamped and self-addressed envelope, and our project manager's business card. If requests are not responded to within 45 days, Wallis will repeat this process. All copies of each ROE request will be scanned and submitted to the County. Original acquired Right of Entries will be mailed to the County.

As prompted by property owners, we will correspond via email and phone, and forward their concerns to the County if we are not able to alleviate their concerns internally.

Data and correspondence records will be compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed, and sent to the County weekly (or as requested).

Bid Phase Services

Wallis will also assist the County as needed with bid phase services. This work is expected to include answering bidder questions and completing any addenda necessary to clarify the contract documents for each paving package.

Task 7 Assumptions:

- The County will provide County Aerial Photos in AutoCAD compatible format
- County will provide the current 100's boilerplate special provisions
- Changes to the existing roadway profile are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record existing profile information to recreate the roadway finish grades.

- Work sessions will be for all three paving packages; individual meetings for each paving package after each submittal will not be necessary
- Signal loop impacts will require only replacement of loops in kind; no further signal modifications or design will be required
- County will provide consultant with utility letter templates and example utility letters from other projects
- County will review and approve ROE letter prior to use, and provide an example or template ROE form
- Right of entries anticipated for 10% of properties adjacent to the roads included in this package
- County will lead bidding and construction phases
- Improvements are anticipated to include pavement grind and inlay/overlay only. Stormwater management for water quality or quantity will not be required.
- Utility potholing (as necessary) will be completed by the County.
- No pre-bid meetings anticipated
- All permitting fees will be paid by Clackamas County.

Task 7 Deliverables:

- Project base map in AutoCAD format on County-designated coordinate system
- Utility contact and coordination log
- Informational letters and project notices to each affected utility
- Meeting agendas and minutes for 60% and 90% work sessions
- 60% plans and opinion of cost (PDF)
- 90%, and 100% plans, specifications, and opinion of cost (PDF)
- 100% plans (AutoCAD)
- 100% specifications (MS Word)
- Right of Entry Requests (assumed up to 10)
- Original Signed Right of Entries
- Right of Entry Project Log
- Bid Addenda (up to two)

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**EXHIBIT B
FEE SCHEDULE**



	AE	EM3	EM1	SE1	T3	A6	A4	A3	Wallis Labor	Expenses	Subconsultants			Total Cost
											Geodesign	Compass	Erlandsen	
Task 1 Project Management and Administration														
Project Management and Administration	4	12	56			8	16		\$ 14,674.80					\$ 14,674.80
TASK 1 SUBTOTAL	4	12	56	0	0	8	16	0	\$ 14,674.80	\$ -	\$ -	\$ -	\$ -	\$ 14,674.80
Task 2 Project Design Criteria														
2.1 Background Data Investigation and Review		8	2	12					\$ 2,989.00					\$ 2,989.00
2.2 Develop Project Design Criteria		8	4	8			1		\$ 3,028.40					\$ 3,028.40
TASK 2 SUBTOTAL	0	16	6	20	0	0	1	0	\$ 6,017.40	\$ -	\$ -	\$ -	\$ -	\$ 6,017.40
Task 3 Surveying														
3.1 Surveying for Kelso / Richey Package			2						\$ 341.80		\$ 20,152	\$ 13,464		\$ 33,957.80
3.2 Surveying for Thiessen Area Package			2						\$ 341.80		\$ 28,222	\$ 15,391		\$ 43,954.80
3.3 Surveying for Arista Package			2						\$ 341.80		\$ 12,153	\$ 13,785		\$ 26,279.80
TASK 3 SUBTOTAL	0	0	6	0	0	0	0	0	\$ 1,025.40	\$ -	\$ -	\$ 60,527.00	\$ 42,640.00	\$ 104,192.40
Task 4 Geotechnical Services														
4.1 Geotechnical Services for Kelso / Richey Package		2	4						\$ 1,050.20		\$ 27,998			\$ 29,048.20
4.2 Geotechnical Services for Thiessen Area Package		2	4						\$ 1,050.20		\$ 25,984			\$ 27,034.20
4.3 Geotechnical Services for Arista Package		2	4						\$ 1,050.20		\$ 12,520			\$ 13,570.20
TASK 4 SUBTOTAL	0	6	12	0	0	0	0	0	\$ 3,150.60	\$ -	\$ 66,502.00	\$ -	\$ -	\$ 69,652.60
Task 5 Design for Kelso / Richey Package														
Base Mapping		1		2	12				\$ 1,722.90					\$ 1,722.90
Utility Coordination		4	2	12					\$ 2,255.80					\$ 2,255.80
ODOT Coordination			8	8					\$ 2,154.40					\$ 2,154.40
60% Design		8	32	56	60				\$ 19,159.60					\$ 19,159.60
90% Design		8	12	32	40				\$ 11,142.00					\$ 11,142.00
100% Design		8	12	20	20				\$ 7,723.20					\$ 7,723.20
Right of Entry Requests			2	10				10	\$ 2,133.80	\$ 22.00 (P)				\$ 2,155.80
Bid Phase Services		4	4	8				2	\$ 2,365.60					\$ 2,365.60
TASK 5 SUBTOTAL	0	33	72	148	132	0	0	12	\$ 48,657.30	\$ 22.00	\$ -	\$ -	\$ -	\$ 48,679.30
Task 6 Design For Thiessen Area Package														
Base Mapping		1		2	12				\$ 1,722.90					\$ 1,722.90
Utility Coordination		4	2	12					\$ 2,255.80					\$ 2,255.80
60% Design		8	24	48	52				\$ 16,110.00					\$ 16,110.00
90% Design		8	10	32	40				\$ 10,800.20					\$ 10,800.20
100% Design		8	12	20	20				\$ 7,723.20					\$ 7,723.20
Right of Entry Requests			2	10				10	\$ 2,133.80	\$ 32.00 (P)				\$ 2,165.80
Bid Phase Services		4	4	8				2	\$ 2,365.60					\$ 2,365.60
TASK 6 SUBTOTAL	0	33	54	132	124	0	0	12	\$ 43,111.50	\$ 32.00	\$ -	\$ -	\$ -	\$ 43,143.50
Task 7 Design for Arista Package														
Base Mapping		1		2	12				\$ 1,722.90					\$ 1,722.90
Utility Coordination		4	2	12					\$ 2,255.80					\$ 2,255.80
60% Design		8	24	40	40				\$ 13,980.00					\$ 13,980.00
90% Design		8	10	24	40				\$ 10,013.00					\$ 10,013.00
100% Design		8	12	20	20				\$ 7,723.20					\$ 7,723.20
Right of Entry Requests			2	10				10	\$ 2,133.80	\$ 22.00 (P)				\$ 2,155.80
Bid Phase Services		4	4	8				2	\$ 2,365.60					\$ 2,365.60
TASK 7 SUBTOTAL	0	33	54	116	112	0	0	12	\$ 40,194.30	\$ 22.00	\$ -	\$ -	\$ -	\$ 40,216.30
Project Subtotal	4	133	260	416	368	8	17	36	\$ 156,831.30	\$ 76.00	\$ 66,502.00	\$ 60,527.00	\$ 42,640.00	\$ 326,576.30

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 156,831.30
Wallis Expenses	\$ 76.00
<i>(M) = Mileage at current IRS Rate, (P) = Printing</i>	
Subconsultants	
Geodesign	\$ 66,502.00
Compass	\$ 60,527.00
Erlandsen	\$ 42,640.00
<i>NOTE: Fee includes 10% markup</i>	
TOTAL BUDGET	\$ 326,576.30



RATE SCHEDULE

Rate Schedule good through December, 31, 2022

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$146.00	\$146.00
Senior Engineer	\$199.90	\$199.90
Engineering Manager I - VI	\$170.90	\$196.80
Project Engineer I - IX	\$121.20	\$168.80
Staff Engineer I - IV	\$98.40	\$119.10
Engineering Intern I - III	\$61.10	\$67.40
Designer	\$116.00	\$136.00
Construction Manager	\$125.00	\$129.50
Inspector	\$91.20	\$106.70
Technician I-IV	\$80.80	\$118.10
Administrative I – VI	\$48.70	\$107.70

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.
2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:
 - a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
 - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
 - b. This coverage does not apply to:
 - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
 - (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.
 - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

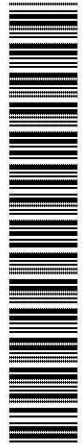
The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance**:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.



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I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;