



DAN JOHNSON
DIRECTOR

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

August 8, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Consor North America for construction engineering support and inspection services for 2024 local paving, chip seal and slurry seal projects. Contract value is \$392,069. Funding is through HB 2017 Road Funds. No County General Funds are involved.

Previous Board Action/Review	8/6/24: Request for consent		
Performance Clackamas	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jon Sparks	Contact Phone	503-650-3235

EXECUTIVE SUMMARY: This contract will support staff with construction engineering support and inspection services related to the 2024 local paving, chip seal and slurry seal projects. The projects are as follows: Fischers Mill, Haines Road, and Overland Park paving, Redland (Park Place) chip seal and Jennings Lodge area slurry seal projects. The purpose of these paving and sealing projects is to continue to provide a safe and efficient connection to people, employment, goods, recreation, and emergency services by maintaining the pavements within the aforementioned project limits.

RECOMMENDATION: Staff respectfully recommends that the Board approve and sign this professional services contract with Consor North America, for the Construction Engineering Support Services for the noted paving, chip seal and slurry seal resurfacing contracts.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #9836**

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

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: construction engineering support services for the County’s 2024 Paving Projects (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Ninety-Two Thousand Sixty-Nine dollars (\$392,069.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and material basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: JSparks@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Mark Warren Phone: 360.448.4230 Email: Mark.warren@consoreng.com	County Administrator: Jon Sparks Phone: 503.964.4522 Email: JSparks@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any negligent act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and

defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. Contractor's indemnification obligations are limited to the extent caused by Contractor's negligent acts or omissions.

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

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. Any reuse of work product outside the scope of work for which it was developed, or any alteration thereof without Contractor review and approval shall be at County's sole risk.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 34, 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 not be unreasonably withheld. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

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

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the

Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. Reserved.

29. Reserved.

30. Reserved.

31. Reserved.



32. Reserved.

33. Reserved.

34. 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.

DocuSigned by: <u>America, Inc.</u>		Clackamas County	
	7/22/2024 12:32:18 PM EDT		
<u>B62FACF7DF80446...</u>			
Authorized Signature	Date	Chair	Date
<u>Ian Machan</u>	<u>Executive VP</u>		
Name / Title (Printed)		Recording Secretary	
<u>146807-14</u>			
Oregon Business Registry #		APPROVED AS TO FORM	
			<u>07/23/2024</u>
<u>DBC/Oregon</u>			
Entity Type / State of Formation		County Counsel	

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

SCOPE OF WORK CONSTRUCTION ENGINEERING SUPPORT AND INSPECTION SERVICES FOR 2024 PAVING, CHIP SEAL and SLURRY SEAL PROJECTS CLACKAMAS COUNTY TRANSPORTATION MAINTENANCE DIVISION

Introduction

Conсор North America, Inc. will provide project construction management and engineering support in addition to construction inspection services related to three paving projects, one chip seal project, and one slurry seal project in 2024. The five projects are: 1) Fischer Mill Paving Package, 2) Haines Road Paving Project, 3) Overland Park Paving Project, 4) Redland Chip Seal Package, and 5) Jennings Lodge Slurry Seal Package.

Project Background, Understanding, and Purpose

The Clackamas County Department of Transportation has requested support for three local paving projects, one chip seal project and one slurry seal project scheduled for the 2024 season. Due to internal workforce shortages, the County is seeking a consultant to provide supplemental construction engineering support and construction inspection services for these projects. These projects will be advertised as individual contracts in Spring 2024 with Summer-Fall 2024 construction anticipated.

Scope of Services

This scope of work (SOW) addresses the services for project management and coordination, construction engineering support, and construction inspection. Unless specifically noted under each task, deliverables will be provided in electronic format.

County Responsibilities

The County will be responsible for the following tasks and activities:

- Task 1 - Project Management & Coordination
 - Provide a Project Construction Manager responsible for project oversight and coordination between the County, Consultant, and Construction Contractors

- Coordinate communication among County staff, organize comments on deliverables, and provide unified guidance/direction to the Consultant.
 - Provide all construction management and administration duties, including but not limited to coordination with Construction Contractor, lead preconstruction and progress meetings, assemble monthly progress estimates and payments, manage and file project quality and quantity documentation, provide quality assurance testing, and lead project close-out activities.
 - Issue Notice to Proceed to the Contractor.
 - Lead construction coordination meetings.
 - Approve all work change directives, change order requests, pay estimates, and generate payments.
 - Lead all Contractor negotiations.
 - Attend walkthroughs as needed, specifically prior to Substantial Completion and Final Acceptance.
 - Perform any required quality assurance testing and documentation.
- Task 3 – Construction Inspection Services
 - Coordinate with Consultant field staff on a regular basis.
 - County will provide inspection staff in the event Consultant does not have staff available.

Task 1 – Fischer Mill Paving Package

Task 1.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately four weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant’s daily construction inspection reports
- Review the Consultant’s Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 4 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 4 weeks, in addition to hours required for project startup and closeout.

Task 1.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design

Task 1.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 4 weeks of active construction (5 days/week, 10 hours/day). One Inspector for 4 weeks and two inspectors for 2 weeks assumed, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 3 – Haines Road Paving Project

Task 2.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant's Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant's office or through access to SharePoint. This project is expected to be complete in approximately four weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant's daily construction inspection reports
- Review the Consultant's Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 4 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 4 weeks, in addition to hours required for project startup and closeout.

Task 2.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Responses

Assumption(s):

- One submittal for asphalt mix design

Task 2.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 4 weeks of active construction (5 days/week, 10 hours/day). One Inspector for 4 weeks and two inspectors for 2 weeks assumed, in addition to hours required for project startup and closeout.

- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 3 – Overland Park Paving Project

Tasks 3.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately three weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant’s daily construction inspection reports
- Review the Consultant’s Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 3 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 3 weeks, in addition to hours required for project startup and closeout.

Tasks 3.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design

Task 3.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 3 weeks of active construction (5 days/week, 10 hours/day). One Inspector for 3 weeks and two inspectors for 5 days assumed, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 4 – Redland Chip Seal Package

Tasks 4.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately four weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant’s daily construction inspection reports
- Review the Consultant’s Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 4 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 4 weeks, in addition to hours required for project startup and closeout.

Tasks 4.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor chip seal mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design

Task 4.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 4 weeks of active construction (5 days/week, 10 hours/day). Two Inspector for 4 weeks assumed, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 5 – Jennings Lodge Slurry Seal Package

Tasks 5.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately three weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant’s daily construction inspection reports
- Review the Consultant’s Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one to two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 3 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 3 weeks, in addition to hours required for project startup and closeout.

Tasks 5.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for chip seal mix design

Task 5.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 3 weeks of active construction (5 days/week, 10 hours/day). Two Inspectors for 3 Weeks, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Budget

Payment will be made at the billing rates for personnel working directly on the project plus Direct Expenses incurred. Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$392,069 in accordance with the attached Fee Estimate and the Consultant’s 2024 Standard Schedule of Charges. For budgeting purposes, the project is assumed to be complete 100% in 2024.

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

Inspector and Construction Project Manager Vehicles	\$1000/inspector/month
Mileage (non-inspectors and project manager)	\$0.67/mile

Project Schedule

We anticipate the project will be delivered according to the task durations identified above and the construction services will be completed by December 31, 2024.

**EXHIBIT B
FEE SCHEDULE**

2024 Paving Projects
Clackamas County
PROPOSED FEE ESTIMATE

LABOR CLASSIFICATION (HOURS)									
Construction Manager X	Construction Manager VI	Inspector VI	Inspector IV	Construction Admin Specialist III	Administrative III	Hours	Labor	Expenses	Total
\$298 \$298 HedbergJay	\$236 \$236 WarrenMar	\$200 \$200 CraigDav	\$169 \$169 HallEmI	\$166 \$166 WiebeBri	\$128 \$128 GillisAsh				
Task 1 - Fischer Mill Paving Package									
0.5	24.0			24.0	2.0	50.5	\$ 10,053	\$ 500	\$ 10,553
	2.0					2.0	\$ 472	\$ -	\$ 472
		220.0	120.0			340.0	\$ 64,280	\$ 1,500	\$ 65,780
0.5	26.0	220.0	120.0	24.0	2.0	392.5	\$ 74,805	\$ 2,000	\$ 76,805
Task 2 - Haines Road Paving Package									
0.5	24.0			24.0	2.0	50.5	\$ 10,053	\$ 500	\$ 10,553
	2.0					2.0	\$ 472	\$ -	\$ 472
		220.0	120.0			340.0	\$ 64,280	\$ 1,000	\$ 65,280
0.5	26.0	220.0	120.0	24.0	2.0	392.5	\$ 74,805	\$ 1,500	\$ 76,305
Task 3 - Overland Park Paving Package									
0.5	20.0			20.0	1.0	41.5	\$ 8,317	\$ 500	\$ 8,817
	2.0					2.0	\$ 472	\$ -	\$ 472
		170.0	40.0			210.0	\$ 40,760	\$ 2,000	\$ 42,760
0.5	22.0	170.0	40.0	20.0	1.0	253.5	\$ 49,549	\$ 2,500	\$ 52,049
Task 4 - Redland Chip Seal Paving Package									
0.5	24.0			24.0		48.5	\$ 9,797	\$ 500	\$ 10,297
	2.0					2.0	\$ 472	\$ -	\$ 472
		220.0	220.0		0.0	440.0	\$ 81,180	\$ 2,000	\$ 83,180
0.5	26.0	220.0	220.0	24.0	0.0	490.5	\$ 91,449	\$ 2,500	\$ 93,949
Task 5 - Jennings Lodge Slurry Seal Package									
0.5	20.0			20.0		40.5	\$ 8,189	\$ 500	\$ 8,689
	2.0					2.0	\$ 472	\$ -	\$ 472
		240.0	200.0		0.0	440.0	\$ 81,800	\$ 2,000	\$ 83,800
0.5	22.0	240.0	200.0	20.0	0.0	482.5	\$ 90,461	\$ 2,500	\$ 92,961
2.5	122.0	1070.0	700.0	112.0	5.0	2011.5	\$ 381,069	\$ 11,000	\$ 392,069
TOTAL - ALL TASKS									

2024 SCHEDULE OF CHARGES

Personnel:

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

<u>Billing Classifications</u>	<u>2024 Rates</u>	<u>Billing Classifications</u>	<u>2024 Rates</u>
Principal Engineer VI	\$353	Construction Manager X	\$298
Principal Engineer V	\$330	Construction Manager IX	\$278
Principal Engineer IV	\$312	Construction Manager VIII	\$263
Principal Engineer III	\$293	Construction Manager VII	\$254
Principal Engineer II	\$277	Construction Manager VI	\$236
Principal Engineer I	\$264	Construction Manager V	\$217
Professional Engineer IX	\$252	Construction Manager IV	\$206
Engineering Designer IX	\$243	Construction Manager III	\$188
Professional Engineer VIII	\$240	Construction Manager II	\$173
Engineering Designer VIII	\$229	Construction Manager I	\$154
Professional Engineer VII	\$227	Construction Coordinator III	\$200
Engineering Designer VII	\$219	Construction Coordinator II	\$169
Professional Engineer VI	\$216	Construction Coordinator I	\$150
Engineering Designer VI	\$208	Construction Admin Specialist IV	\$185
Professional Engineer V	\$204	Construction Admin Specialist III	\$166
Engineering Designer V	\$195	Construction Admin Specialist II	\$144
Professional Engineer IV	\$192	Construction Admin Specialist I	\$122
Engineering Designer IV	\$192	Inspector VII	\$217
Professional Engineer III	\$186	Inspector VI	\$200
Engineering Designer III	\$186	Inspector V	\$181
Engineering Designer II	\$171	Inspector IV	\$169
Engineering Designer I	\$158	Inspector III	\$150
Principal III	\$357	Inspector II	\$134
Principal II	\$312	Inspector I	\$116
Principal I	\$275	Technician IV	\$185
Project Manager IV	\$260	Technician III	\$166
Project Manager III	\$248	Technician II	\$144
Project Manager II	\$221	Technician I	\$122
Project Manager I	\$193	Project Coordinator IV	\$174
Cost Estimator III	\$290	Project Coordinator III	\$162
Cost Estimator II	\$232	Project Coordinator II	\$145
Cost Estimator I	\$174	Project Coordinator I	\$128
Quality Control Compliance Specialist	\$181	Administrative III	\$128
		Administrative II	\$118
		Administrative I	\$104

Project Expenses:

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

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

2024 SCHEDULE OF CHARGES

Personnel:

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

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Principal Engineer IV	\$312	Construction Manager VIII	\$263
Principal Engineer III	\$293	Construction Manager VII	\$254
Principal Engineer II	\$277	Construction Manager VI	\$236
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Engineering Designer I	\$158	Inspector III	\$150
Principal III	\$357	Inspector II	\$134
Principal II	\$312	Inspector I	\$116
Principal I	\$275	Technician IV	\$185
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Cost Estimator II	\$232	Project Coordinator II	\$145
Cost Estimator I	\$174	Project Coordinator I	\$128
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		Administrative II	\$118
		Administrative I	\$104

Project Expenses:

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

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

SCOPE OF WORK CONSTRUCTION ENGINEERING SUPPORT AND INSPECTION SERVICES FOR 2024 PAVING, CHIP SEAL and SLURRY SEAL PROJECTS CLACKAMAS COUNTY TRANSPORTATION MAINTENANCE DIVISION

Introduction

Conсор North America, Inc. will provide project construction management and engineering support in addition to construction inspection services related to three paving projects, one chip seal project, and one slurry seal project in 2024. The five projects are: 1) Fischer Mill Paving Package, 2) Haines Road Paving Project, 3) Overland Park Paving Project, 4) Redland Chip Seal Package, and 5) Jennings Lodge Slurry Seal Package.

Project Background, Understanding, and Purpose

The Clackamas County Department of Transportation has requested support for three local paving projects, one chip seal project and one slurry seal project scheduled for the 2024 season. Due to internal workforce shortages, the County is seeking a consultant to provide supplemental construction engineering support and construction inspection services for these projects. These projects will be advertised as individual contracts in Spring 2024 with Summer-Fall 2024 construction anticipated.

Scope of Services

This scope of work (SOW) addresses the services for project management and coordination, construction engineering support, and construction inspection. Unless specifically noted under each task, deliverables will be provided in electronic format.

County Responsibilities

The County will be responsible for the following tasks and activities:

- Task 1 - Project Management & Coordination
 - Provide a Project Construction Manager responsible for project oversight and coordination between the County, Consultant, and Construction Contractors

- Coordinate communication among County staff, organize comments on deliverables, and provide unified guidance/direction to the Consultant.
 - Provide all construction management and administration duties, including but not limited to coordination with Construction Contractor, lead preconstruction and progress meetings, assemble monthly progress estimates and payments, manage and file project quality and quantity documentation, provide quality assurance testing, and lead project close-out activities.
 - Issue Notice to Proceed to the Contractor.
 - Lead construction coordination meetings.
 - Approve all work change directives, change order requests, pay estimates, and generate payments.
 - Lead all Contractor negotiations.
 - Attend walkthroughs as needed, specifically prior to Substantial Completion and Final Acceptance.
 - Perform any required quality assurance testing and documentation.
- Task 3 – Construction Inspection Services
 - Coordinate with Consultant field staff on a regular basis.
 - County will provide inspection staff in the event Consultant does not have staff available.

Task 1 – Fischer Mill Paving Package

Task 1.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately four weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant’s daily construction inspection reports
- Review the Consultant’s Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 4 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 4 weeks, in addition to hours required for project startup and closeout.

Task 1.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design

Task 1.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 4 weeks of active construction (5 days/week, 10 hours/day). One Inspector for 4 weeks and two inspectors for 2 weeks assumed, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 3 – Haines Road Paving Project

Task 2.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant's Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant's office or through access to SharePoint. This project is expected to be complete in approximately four weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant's daily construction inspection reports
- Review the Consultant's Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 4 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 4 weeks, in addition to hours required for project startup and closeout.

Task 2.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Responses

Assumption(s):

- One submittal for asphalt mix design

Task 2.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 4 weeks of active construction (5 days/week, 10 hours/day). One Inspector for 4 weeks and two inspectors for 2 weeks assumed, in addition to hours required for project startup and closeout.

- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 3 – Overland Park Paving Project

Tasks 3.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately three weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant’s daily construction inspection reports
- Review the Consultant’s Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 3 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 3 weeks, in addition to hours required for project startup and closeout.

Tasks 3.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design

Task 3.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 3 weeks of active construction (5 days/week, 10 hours/day). One Inspector for 3 weeks and two inspectors for 5 days assumed, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 4 – Redland Chip Seal Package

Tasks 4.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately four weeks in Summer 2024. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Routine communication with County Project Manager
- Review the Consultant’s daily construction inspection reports
- Review the Consultant’s Quantity Verification Forms
- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 4 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 4 weeks, in addition to hours required for project startup and closeout.

Tasks 4.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor chip seal mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design

Task 4.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant’s Project Manager and/or County Project Manager
- On-site inspection during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 4 weeks of active construction (5 days/week, 10 hours/day). Two Inspector for 4 weeks assumed, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 5 – Jennings Lodge Slurry Seal Package

Tasks 5.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant’s Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant’s office or through access to SharePoint. This project is expected to be complete in approximately three weeks in Summer 2024. Tasks will include:

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- Attend and assist with construction coordination meetings
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one to two invoices and progress reports assumed)

Assumption(s):

- Construction Project Manager, 4 hours per week for 3 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 3 weeks, in addition to hours required for project startup and closeout.

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Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for chip seal mix design

Task 5.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended per the design, referenced standards and specifications.

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- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Budget based on 3 weeks of active construction (5 days/week, 10 hours/day). Two Inspectors for 3 Weeks, in addition to hours required for project startup and closeout.
- Availability of inspection staff will be determined once the contractor submits their schedule. Consultant may not be able to provide inspection staff depending on commitments outside this scope of work.
- County will provide inspection staff in the event Consultant does not have staff available.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Budget

Payment will be made at the billing rates for personnel working directly on the project plus Direct Expenses incurred. Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$392,069 in accordance with the attached Fee Estimate and the Consultant’s 2024 Standard Schedule of Charges. For budgeting purposes, the project is assumed to be complete 100% in 2024.

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

Inspector and Construction Project Manager Vehicles	\$1000/inspector/month
Mileage (non-inspectors and project manager)	\$0.67/mile

Project Schedule

We anticipate the project will be delivered according to the task durations identified above and the construction services will be completed by December 31, 2024.

2024 Paving Projects
Clackamas County
PROPOSED FEE ESTIMATE

Average Billing Rate Estimated per Classification/Staff Staff Name	LABOR CLASSIFICATION (HOURS)										Total	
	Construction Manager X \$298 \$298 Helberglay	Construction Manager VI \$236 \$236 WarrenMar	Inspector VI \$200 \$169 CraigDaw	Inspector IV \$169 \$169 HallEri	Construction Admin Specialist III \$166 \$166 WieleBri	Administrative III \$128 \$128 GillAsh	Hours	Labor	Expenses	Total		
Task 1 - Fischer Mill Paving Package												
Task 1.1 - Project Management & Coordination Services	0.5	24.0			24.0		66.5	\$ 10,263	\$ 500	\$ 10,763		
Task 1.2 - Construction Inspection Services		2.0				2.0	34.0	\$ 64,280	\$ 1,500	\$ 65,780		
Task 1 Subtotal	0.5	26.0	220.0	120.0	24.0	2.0	392.5	\$ 74,805	\$ 2,000	\$ 76,805		
Task 2 - Haines Road Paving Package												
Task 2.1 - Project Management & Coordination Services	0.5	24.0			24.0		66.5	\$ 10,263	\$ 500	\$ 10,763		
Task 2.2 - Construction Inspection Services		2.0				2.0	34.0	\$ 64,280	\$ 1,500	\$ 65,780		
Task 2 Subtotal	0.5	26.0	220.0	120.0	24.0	2.0	392.5	\$ 74,805	\$ 1,500	\$ 76,305		
Task 3 - Overland Park Paving Package												
Task 3.1 - Project Management & Coordination Services	0.5	20.0			20.0		41.5	\$ 8,317	\$ 500	\$ 8,817		
Task 3.2 - Construction Inspection Services		2.0				2.0	34.0	\$ 64,280	\$ 1,500	\$ 65,780		
Task 3 Subtotal	0.5	22.0	170.0	40.0	20.0	1.0	253.5	\$ 49,549	\$ 2,500	\$ 52,049		
Task 4 - Heiland Chip Seal Package												
Task 4.1 - Project Management & Coordination Services	0.5	24.0			24.0		66.5	\$ 10,263	\$ 500	\$ 10,763		
Task 4.2 - Construction Inspection Services		2.0				2.0	34.0	\$ 64,280	\$ 1,500	\$ 65,780		
Task 4 Subtotal	0.5	26.0	220.0	220.0	24.0	0.0	490.5	\$ 91,449	\$ 2,000	\$ 93,449		
Task 5 - Jennings Lodge Slurry Seal Package												
Task 5.1 - Project Management & Coordination Services	0.5	20.0			20.0		41.5	\$ 8,317	\$ 500	\$ 8,817		
Task 5.2 - Construction Inspection Services		2.0				2.0	34.0	\$ 64,280	\$ 1,500	\$ 65,780		
Task 5 Subtotal	0.5	22.0	240.0	200.0	20.0	0.0	482.5	\$ 90,461	\$ 2,500	\$ 92,961		
TOTAL - ALL TASKS	2.5	122.0	1070.0	700.0	112.0	5.0	2011.5	\$ 361,069	\$ 11,000	\$ 372,069		

Assumptions
 Overlay 1500 tons, Grind/Inlay 100 tons, 1800 SY Grind
 4 Week of Construction, 1 Inspector 10 days, 10 hour days
 CAS 1 hour per day, 4 for pre-con, CM 1.5 Ste Visit (4 hrs), 4 hour plan review and prep
 20 hours added to inspection time for site walk, review plans, and pre-con

4 Week of Construction
 Overlay 200 tons, Grind/Inlay 3500 tons, 15000 SY Grind
 4 Week of Construction, 1 Inspector 10 days, 10 hour days
 CAS 1 hour per day, 4 for pre-con, CM 1.5 Ste Visit (4 hrs), 4 hour plan review and prep
 20 hours added to inspection time for site walk, review plans, and pre-con

4 Week of Construction
 Overlay 200 tons, Grind/Inlay 3500 tons, 15000 SY Grind
 4 Week of Construction, 1 Inspector 10 days, 10 hour days
 CAS 1 hour per day, 4 for pre-con, CM 1.5 Ste Visit (4 hrs), 4 hour plan review and prep
 20 hours added to inspection time for site walk, review plans, and pre-con

Similar to Salmonberry
 Grind/Inlay 1300 tons, 2800 SY Grind
 4 Week of Construction, 1 Inspector 10 days, 10 hour days
 CAS 1 hour per day, 4 for pre-con, CM 1.5 Ste Visit (4 hrs), 4 hour plan review and prep
 20 hours added to inspection time for site walk, review plans, and pre-con

Chip Seal - 652,381 SY, 47.5 miles at 5 miles per day, 1 day to prep and 1 day for misc = 12 days
2023 Chip Seal roughly 5 miles per day
 4 Weeks of Construction, 2 Inspectors 4 days, 2nd Inspector 15 days, 10 hour days
 CAS 1 hour per day, 4 for pre-con, CM 1.5 Ste Visit (4 hrs) per week, 4 hour pre-con, 4 hour plan review and prep

2023 - 14 Days of Slurry and 9 Days of Punchlist
 Slurry Seal - 83,799 SY, 7.9 miles at 10 miles per day, 1 day to prep and 1 day for misc = 12 days
 3 Weeks of Construction, 2 Inspectors 4 days, 2nd Inspector 15 days, 10 hour days
 CAS 1 hour per day, 4 for pre-con, CM 1.5 Ste Visit (4 hrs) per week, 4 hour pre-con, 4 hour plan review and prep



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
	E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURER A : Continental Casualty Company			20443	
INSURER B : Great American Insurance Company			16691	
INSURER C : National Fire Insurance Co of Hartford			20478	
INSURER D : AXIS Surplus Insurance Company			26620	
INSURER E : Travelers Property Casualty Company of America			25674	
INSURER F :				

COVERAGES CERTIFICATE NUMBER: 20726310 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7036360752	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7036360766	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	TUE 3274463 04	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7036465081 (AOS) 7036441749 (CA)	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Environmental Liab.	N	Y	EBZ634816/01/2023	12/31/2023	12/31/2024	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$500,000 \$5M occ / aggr
E	Excess Liab.			EX-6X767086-23-NF	12/31/2023	12/31/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Consor Project#: C233734OR, Client project #: 9836. *See page 2*

CERTIFICATE HOLDER**CANCELLATION** See Attachment

20726310

Clackamas County
ATTN: Jon Sparks
2051 Kaen Ro
Oregon City OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Clackamas County are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. Clackamas County are included as additional insureds if required by written contract with respect to Umbrella Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of Clackamas County if required by written contract with respect to General Liability, Automobile Liability, Umbrella Liability, Professional Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.



Clackamas County ATTN: Jon Sparks
2051 Kaen Ro
Oregon City OR 97045

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **20726310**.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies