



**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 Consor North America, Inc, dba Murraysmith Inc., for the construction engineering support services for the local 2022 paving projects. Total Value is \$218,699. Funding through Community Road Fund and County Road Fund.  
General Funds are not involved.

<b>Purpose/Outcome</b>	The contract will provide project management and engineering support in addition to construction inspection services related to three 2022 paving projects: Salmonberry Drive Paving Project, McLoughlin Neighborhood Paving Package, and Boyer/King Road Area Paving Package.
<b>Dollar Amount and Fiscal Impact</b>	\$218,699.00.
<b>Funding Source</b>	Community Road Fund and County Road Fund
<b>Duration</b>	Contract Execution through December 31, 2022
<b>Previous Board Action/Review</b>	7/12/22: Discussion item at issues
<b>Strategic Plan Alignment</b>	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
<b>Counsel Review</b>	Counsel Date: June 27, 2022 Counsel Initials: AN
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Vince Hall, Senior Engineer, Ext. 3210
<b>Contract No.</b>	6667

**Background:**

This contract will support staff with construction administration and oversight of the McLoughlin Neighborhood Paving Project, Boyer/King Road Area Paving Package, and the Salmonberry Paving Project by providing construction engineering and inspection services.

The purpose of these paving projects is to continue to provide a safe and efficient connection to people, employment, goods, recreation, and emergency services by maintaining the pavements within the project limits.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on March 15, 2022. Proposals were publicly opened on April 5, 2022. The County received one (1) response:

Murraysmith. An evaluation committee of DTD personnel evaluated the proposal. The evaluation committee scored Murraysmith the highest. Following the intent to award, the scope of work and project designs fees were negotiated and finalized.

**Recommendation:**

Staff respectfully recommends that the Board approve and sign this professional services contract with Murraysmith, for the Construction engineering support services for the local 2022 paving project.

Sincerely,

*Vince Hall*

Vince Hall  
Senior Engineer

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #6667**

This Personal Services Contract (this "Contract") is entered into between **Conсор North America, Inc, dba Murraysmith Inc.**, ("Contractor" or "Consultant"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of 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, 2022**.
- 2. Scope of Work.** Contractor shall provide the following personal services: construction engineering support services for the local 2022 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 **Two Hundred and Eighteen Thousand Six Hundred Ninety-Nine dollars (\$218,699.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Jon Sparks at [JSparks@clackamas.us](mailto:JSparks@clackamas.us)

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

**7. Contractor and County Contacts.**

Contractor Administrator: Mark Warren Phone: 360-448-4230 Email: <a href="mailto:mark.warren@murraysmith.us">mark.warren@murraysmith.us</a>	County Administrator: Jon Sparks Phone: 503- 964-4522 Email: <a href="mailto:JSparks@clackamas.us">JSparks@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

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

- 7. 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. 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 [procurement@clackamas.us](mailto:procurement@clackamas.us).

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, or [procurement@clackamas.us](mailto: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 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 29 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.





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

# **SCOPE OF WORK CONSTRUCTION ENGINEERING SUPPORT AND INSPECTION SERVICES FOR 2022 LOCAL PAVING PROJECTS CLACKAMAS COUNTY TRANSPORTATION MAINTENANCE DIVISION**

## **Introduction**

Murraysmith will provide project construction management and engineering support in addition to construction inspection services related to three 2022 paving projects. The three projects are: 1) Salmonberry Drive Paving Project, 2) McLoughlin Neighborhood Paving Package, and 3) Boyer/King Road Area Paving Package.

## **Project Background, Understanding, and Purpose**

The Clackamas County Department of Transportation has requested support for three local paving projects scheduled for the 2022 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. The three paving projects have been advertised as individual contracts in Spring 2022 with Summer-Fall 2022 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 2 – Construction Engineering Services
  - Coordinate with Consultant field staff on a regular basis

## Task 1 – Salmonberry Drive Paving Project

### 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 two (2) weeks in Summer 2022. 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, 8 hours per week for 2 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 2 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 two weeks of active construction (5 days/week, 10 hours/day). One Inspector for 1 week and two inspectors for 1 week 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 2 – McLoughlin Neighborhood Paving Package

### 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 (4) weeks in Summer 2022. 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, 10 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 four weeks of active construction (5 days/week, 10 hours/day). One Inspector for 1 week and two inspectors for 3 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 – Boyer/King Road Area Paving Package

### 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 five (5) weeks in Summer 2022. 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 (two invoices and progress reports assumed)

#### *Assumption(s):*

- Construction Project Manager, 10 hours per week for 5 weeks, in addition to hours required for project startup and closeout.
- Construction Administrative Specialist, 5 hours per week for 5 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 five weeks of active construction (5 days/week, 10 hours/day). Two inspectors 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

## **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 \$218,699 in accordance with the attached Fee Estimate. For budgeting purposes, the project is assumed to be complete 100% in 2022.

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  
Mileage (non-inspectors and project manager)

\$1000/inspector/month  
\$0.585/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, 2022.

**EXHIBIT B  
FEE SCHEDULE**

2022 Paving Projects  
Clackamas County  
PROJECT FEE ESTIMSTE

	Construction Manager VI	Construction Manager V	Inspector IV	Technician II	Administrative I	Hours	Labor	Expenses	Total
	\$214	\$197	\$153	\$130	\$94				
<b>Average Billing Rate Estimated per Classification/Staff</b>	\$214	\$197	\$153	\$130	\$94				
<b>Staff Name</b>									
<b>Task 1 - Salmonberry Drive Paving Project</b>									
<b>Task 1.1 - Project Management &amp; Coordination</b>	1	31		12	1	45	\$ 7,975	\$ 500	\$ 8,475
<b>Task 1.2 - Construction Engineering Support Services</b>		2				2	\$ 394	\$ 1,000	\$ 1,394
<b>Task 1.3 - Construction Inspection Services</b>			180			180	\$ 27,540	\$ -	\$ 27,540
<b>Task 1 Subtotal</b>	<b>1</b>	<b>33</b>	<b>180</b>	<b>12</b>	<b>1</b>	<b>227</b>	<b>\$ 35,909</b>	<b>\$ 1,500</b>	<b>\$ 37,409</b>
<b>Task 2 - McLoughlin Neighborhood Paving Package</b>									
<b>Task 2.1 - Project Management &amp; Coordination</b>	2	60		22	2	86	\$ 15,296	\$ 500	\$ 15,796
<b>Task 2.2 - Construction Engineering Support Services</b>		2				2	\$ 394	\$ 2,000	\$ 2,394
<b>Task 2.3 - Construction Inspection Services</b>			390			390	\$ 59,670	\$ -	\$ 59,670
<b>Task 2 Subtotal</b>	<b>2</b>	<b>62</b>	<b>390</b>	<b>22</b>	<b>2</b>	<b>478</b>	<b>\$ 75,360</b>	<b>\$ 2,500</b>	<b>\$ 77,860</b>
<b>Task 3 - Boyer/King Road Area Paving Package</b>									
<b>Task 3.1 - Project Management &amp; Coordination</b>	2	70		27	2	101	\$ 17,916	\$ 500	\$ 18,416
<b>Task 3.2 - Construction Engineering Support Services</b>		2				2	\$ 394	\$ 2,000	\$ 2,394
<b>Task 3.3 - Construction Inspection Services</b>			540			540	\$ 82,620	\$ -	\$ 82,620
<b>Task 3 Subtotal</b>	<b>2</b>	<b>72</b>	<b>540</b>	<b>27</b>	<b>2</b>	<b>643</b>	<b>\$ 100,930</b>	<b>\$ 2,500</b>	<b>\$ 103,430</b>
<b>TOTAL - ALL TASKS</b>	<b>5</b>	<b>167</b>	<b>1110</b>	<b>61</b>	<b>5</b>	<b>1348</b>	<b>\$ 212,199</b>	<b>\$ 6,500</b>	<b>\$ 218,699</b>