



DAN JOHNSON
DIRECTOR

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

March 23, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as Development Agency Board
Clackamas County

Approval of Amendment #1 to an Intergovernmental Agreement with Clackamas River Water relating to the Linwood Avenue Improvement project. Amendment is a decrease of \$32,950, total agreement value is reduced to \$130,830. Funding through Clackamas River Water. No County General Funds are involved.

Previous Board Action/Review	10/31/19 – Approval of a design contract for Linwood 7/29/21 – Approval of first amendment to the design contract 7/28/22 – IGA with Clackamas River Water for Linwood improvements 8/4/22 – IGA with Water Environment Services for sewer main installation 8/18/22 – Approval of construction management services contract 9/8/22 – Approval of second amendment to the design contract Briefed at Issues – March 21, 2023		
Performance Clackamas	This project aligns with “Ensure safe, healthy and secure communities” and “Build a strong infrastructure” by adding bicycle and pedestrian facilities, upgrading curb ramps, adding landscaping strips and stormwater system improvements and repairing the road base, thereby ensuring safer vehicle and pedestrian travel.		
Counsel Review	Yes – 3/2/23 NB	Procurement Review	No – N/A
Contact Person	Ken Itel, Development Agency Senior Project Planner	Contact Phone	503-742-4324

EXECUTIVE SUMMARY:

Bids were received and a contractor has been selected for construction of the Linwood Avenue improvement project. The design consultant coordinated with affected utilities in order to minimize conflicts with their facilities. With a project of this scale, there are instances where

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conflicts cannot be avoided and utilities need to be relocated. Clackamas River Water (CRW) has water lines and related structures requiring relocation. In the interest of efficiency, CRW requested our consultant prepare design drawings to be used for construction.

The Intergovernmental Agreement (IGA) commits CRW to reimburse the Agency for costs associated with design and construction. The total amount is not to exceed \$15,780 for design work and \$130,830 for construction of improvements. Per the conditions of the IGA, construction of CRW facilities will be included as part of the Agency project, as bid costs are mutually acceptable. It is necessary to amend the IGA to include the actual cost of construction of CRW facilities as part of the overall project, with reimbursement of those costs by CRW. Design and construction costs for CRW facilities will be reimbursed in full to the Agency.

Amendment #1 updates the Scope of Work under Exhibit A to include the construction bid items and updates Exhibit C to include actual bid prices for construction.

RECOMMENDATION:

Staff respectfully recommends the Board approve Amendment #1 to the Intergovernmental Agreement with Clackamas River Water relating to the Linwood Avenue Improvement Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY DEVELOPMENT
AGENCY RELATED TO THE SE LINWOOD AVE. IMPROVEMENT PROJECT**

**THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY DEVELOPMENT
AGENCY RELATED TO THE SE LINWOOD AVE. IMPROVEMENT PROJECT**

(“**Amendment**”) is entered into effective as of _____, 2023, between the **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the urban renewal agency of Clackamas County (“**Agency**”), and **CLACKAMAS RIVER WATER (“CRW”)**, a domestic water district organized under ORS chapter 264.

RECITALS

- A. Agency and CRW are parties to that certain Intergovernmental Agreement dated effective as of July 28, 2022, (the “**Intergovernmental Agreement**”), related to certain improvements within the SE Linwood Ave. roadway more particularly described in the Intergovernmental Agreement.
- B. The terms of the Intergovernmental Agreement provide that it would be necessary to amend the Intergovernmental Agreement to include construction in the event the parties chose to move forward with the Project, as that term is defined in the Intergovernmental Agreement.
- C. CRW and the Agency have determined it is in the public interest to proceed to construction of the Project and wish to amend the terms of the Intergovernmental Agreement to provide for the delivery and payment of the construction phase of the Project.

AGREEMENT

1. Amendment to Section 1. Section 1 of the Intergovernmental Agreement which reads:

Term. This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by December 31, 2023, whichever is sooner.

Is hereby deleted in its entirety and is replaced with the following:

Term. This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by March 31, 2024, whichever is sooner.

2. Amendment to Section 2.a. Section 2.a of the Intergovernmental Agreement which reads:

CRW agrees to the scope of work set out in Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency's consultant in connection with the Project and the procurement materials, and will identify any changes required to meet CRW's needs for the Project. If the parties agree to amend this Agreement as provided in Subsection 2(e) of this Agreement, CRW will certify in writing that the design and associated plans provided by the Agency have been reviewed by CRW and are satisfactory in all respects for purposes of procuring construction services in connection therewith. If the Parties do not amend this Agreement as provided in Subsection 2(e), Agency's consultant will not perform Tasks 6 and 7 in Exhibit A and CRW will not be responsible for any expense associated with those tasks.

Is hereby deleted in its entirety and is replaced with the following:

CRW agrees to the scope of work set out in Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency's consultant in connection with the Project and the procurement materials, and will identify any changes required to meet CRW's needs for the Project. If the parties agree to amend this Agreement as provided in Subsection 2(e) of this Agreement, CRW will certify in writing that the design and associated plans provided by the Agency have been reviewed by CRW and are satisfactory in all respects for purposes of procuring construction services in connection therewith.

3. **Exhibit A of the Intergovernmental Agreement is hereby deleted in its entirety and is replaced with the document attached to this Amendment identified as "Exhibit A – Scope of Work"**

4. **Exhibit C of the Intergovernmental Agreement is hereby deleted in its entirety and is replaced with the document attached to this Amendment identified as "Exhibit C – Project Design and Construction Costs"**

5. **Counterpart; Email.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

6. **Confirmation.** The Intergovernmental Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Intergovernmental Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

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

Clackamas County Development Agency

Clackamas River Water

Chair: Tootie Smith

Name: Sherry French

Title: CRW Board of Commissioners President

Date

Date

EXHIBIT A

SCOPE OF WORK

Design Scope of Work:

Clackamas River Water District (CRW) desires to have HHPR, who is under contract with the Clackamas County Development Agency, provide Engineering Services as required to incorporate various CRW elements of work into the overall SE Linwood Avenue Improvement Project. Specific elements of CRW design work to be incorporated are detailed in Exhibit 1 (attached). The Scope of Services is as follows:

Task 1: Design Drawing Preparation

Prepare design drawing modifications incorporating the water service and fire hydrant replacement locations, notes and details for review and approval by Clackamas River Water District. Project plan and profile sheets will be utilized to note and identify the water improvements.

The following additional sheets are anticipated:

- Up to two (2) detail sheets

Task 2: Design and Review Comments

Preliminary design has been completed by CRW and provided to HHPR. HHPR will incorporate CRW's design into the existing project drawings and the new CRW sheets and provide a copy of modified sheets to CRW for review. CRW's review will be independent of any % complete review set, as we are currently approaching 100% completion. Upon receipt, CRW will provide review comments within 1 week to allow any required revisions to be incorporated into the final plans.

Task 3: Final Plan Submittal – Bid Document Preparation

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed (issue changes as addenda if required).

Task 4: Prepare Project Specifications and Engineer's Estimates

Prepare special provisions for the installation of the water improvements, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2021 APWA/ODOT format for bidding with Clackamas County. Bid schedule shall include the elements in Exhibit 1.

Task 5: Bidding Assistance

HHPR will answer questions during the bidding process, and with assistance from CRW, provide written or verbal clarification of CRW water related bid items and/or plans as requested.

Task 6: Construction of Improvements

The Agency will include the CRW water service improvements identified in Exhibit 1 and Exhibit C in the construction contract for Linwood Avenue. The Agency's selected contractor will construct the improvements per the approved construction plans and bid documents.

Task 7: Inspection Services (Contingent on Amendment to Proceed with Construction)

HHPR will provide general inspection services during installation of the water components, concurrent with other inspection tasks. Track quantities for payment. Provide daily inspection notes (provide copies to CRW on a weekly basis). It is assumed that the water improvements will require 4 weeks to complete, and that the inspector will be present 10% of this time. CRW will provide primary inspection of CRW work and will participate in final walkthrough and generation of punch list items. CRW will provide review of submittals and RFI's.

Task 8: As-Built Drawings (Contingent on Amendment to Proceed with Construction)

Complete as-built drawings of the project to reflect changes made during construction. The as-built drawings will be generated from contractor and inspector notes (new survey will not be completed). Provide digital Autocad and PDF files to CRW.

CLA93 - SE Linwood Avenue Improvement Project**Clackamas River Water Project Work**

3/8/2022

Sheet	Description
5	0 each - Reconstruct Long Side Water Service 2 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.1	0 each - Reconstruct Long Side Water Service 0 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.2	0 each - Reconstruct Long Side Water Service 0 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.3	3 each - Reconstruct Long Side Water Service 1 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.4	3 each - Reconstruct Long Side Water Service 6 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant
5.5	5 each - Reconstruct Long Side Water Service 6 each - Reconstruct Short Side Water Service 0 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant
5.6	2 each - Reconstruct Long Side Water Service 6 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant 1 each - Construct PRV Assembly
5.7	2 each - Reconstruct Long Side Water Service 1 each - Reconstruct Short Side Water Service 1 each - Remove and Replace Valve Box 0 each - Remove and Replace Fire Hydrant
5.8	0 each - Reconstruct Long Side Water Service 0 each - Reconstruct Short Side Water Service 6 each - Remove and Replace Valve Box 1 each - Remove and Replace Fire Hydrant

EXHIBIT C

PROJECT DESIGN AND CONSTRUCTION COSTS

Design Fee Roadway Design Services for Linwood Avenue- Clackamas County	Harper Houf Peterson Righellis Inc.								TOTAL BY TASK
	Principal/Project Manager	Project Engineer/Construction Manager	Assistant PMP/Public Involvement	Civil Engineer/Structural Engineer	Senior Civil Designer	QC Engineer	Civil Designer/Inspector	Cad Technician	
2022 STANDARD RATES									
TASK 11: Clackamas River Water (CRW) Design Services									
11.A Preparation of Plans		2					4		\$ 1,020.00
11.B Design and Review Comments		4					24		\$ 4,440.00
11.C. Final Plan Submittal - Bid Document Preparation		2					4		\$ 1,020.00
11.D. Prepare Project Specifications and Engineer's Estimates	4	4					4		\$ 2,340.00
11.E. Bidding Assistance	2	2							\$ 870.00
11.F. Inspection Services	2	2					16		\$ 3,270.00
11.G. As-Built Drawings		2					16		\$ 2,820.00
	8	18	0	0	0	0	68	0	\$ -
	\$225	\$210	\$160	\$175	\$170	\$225	\$150	\$125	\$ 15,780.00

CONSTRUCTION BID COSTS								
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL		
Part 1100 - Water Supply Systems								
	01170	Install Long Side Water Service	EACH	15	\$ 2,600.00	\$ 39,000.00		
	01170	Install Short Side Water Service	EACH	21	\$ 2,300.00	\$ 48,300.00		
	01160	Remove, Replace and Relocate Fire Hydrant	EACH	4	\$ 5,800.00	\$ 23,200.00		
	01150	Remove and Replace Valve Box	EACH	10	\$ 275.00	\$ 2,750.00		
	01170	Install Pressure Reducing Valve Assembly	EACH	1	\$ 1,800.00	\$ 1,800.00		
		Water Supply Systems Subtotal				\$ 115,050.00		

Total Costs \$ 130,830.00