



**DAN JOHNSON**  
DIRECTOR

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

October 28, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment No. 1 of a Supplemental Project Agreement No. 32607 with  
Oregon Department of Transportation for the  
South End Road at MP 3.8 Project

<b>Purpose/Outcomes</b>	Using Federal Emergency Relief Program (ERP) funds, this agreement allows Clackamas County to proceed with the final design and construction of improvements needed to stabilize the roadway and slope on South End Road at Milepost 3.8.
<b>Dollar Amount and Fiscal Impact</b>	Overall Project Cost Estimate: \$4,588,463 Federal Emergency Relief Program funds: \$4,117,228 County Road Fund match (10.27% min): \$471,235
<b>Funding Source</b>	Federal Emergency Relief Program (ERP) and Clackamas County Road Funds.
<b>Duration</b>	Execution until completion of the project.
<b>Previous Board Action</b>	01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 08/16/18: BCC Approval of Supplemental Project Agreement No. 32607 for 2017 Emergency Relief Program Project Funding. 05/16/19: BCC Approval of a Contract with David Evans and Associates, Inc. for the South End Road at Milepost 3.8 Project. 11/25/20: BCC Approval of an Intergovernmental Agreement with the Oregon Department of Transportation for Right of Way Services for the South End Road at Milepost 3.8 Project. 12/10/20: BCC Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the South End Road at Milepost 3.8 Project and Authorizing Good Faith Negotiations and Condemnation Actions. 10/19/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a Strong Infrastructure" by constructing retaining walls to mitigate slope instability.
<b>Procurement Review</b>	Was this item processed through Procurement? No
<b>Counsel Review</b>	Counsel Date: 09/30/2021 Counsel Initials; NB
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor 503-742-4658

**BACKGROUND:**

Clackamas County obtained Federal Emergency Relief Program (ERP) funds to stabilize the roadway and slope on South End Road at Milepost 3.8. The road was damaged in March of 2017 as a result of heavy rains that occurred during the spring of 2017. A state emergency declaration, which included Clackamas County, was signed by the governor allowing Clackamas County to be eligible for the ERP funding.

Amendment No. 1 to the Supplemental Project Agreement is required to incorporate language stating the Clackamas County's certification status in in ADA processes, increased project costs, revised ADA language, and revised indirect cost rate language. Amendment No. 1 does not change the duration of the agreement, which is completion of final billing within ten years after execution of the Supplemental Project Agreement, which occurred on August 28, 2018.

The project's previous total estimated cost was \$2,740,000, which assumed the stabilization would consist of a 600-foot-long deep roadway excavation and repair, and a 250-foot-long soldier pile retaining wall. After a detailed study and monitoring of the landslide's geology, the stabilization will consist of a 450-foot long tie back/soldier pile wall and a 318-foot long cantilever wall. The project's new total estimated cost is \$4,588,463 with funding comprised of Federal ERP funds (\$4,117,228) and County matching funds from the Road Fund (10.27% min) (\$471,235).

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 1 of the Supplemental Project Agreement with the Oregon Department of Transportation for the South End Road at MP 3.8 Project as listed in the agreement.

Respectfully submitted,

*Joel Howie*

Joel Howie,  
Civil Engineering Supervisor

**AMENDMENT NUMBER 01  
LOCAL AGENCY CERTIFICATION PROGRAM  
EMERGENCY RELIEF PROGRAM  
South End Road at MP 3.8**

This is Amendment Number 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on August 28, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update the Agency’s certification status, Emergency Relief Program funds available for the project, Agency’ indirect cost rate, and ADA language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **RECITALS, Paragraph 2, Page 1, which reads:**

2. Certification status information as of the date of execution of this Agreement:

a. Agency is fully certified in the following functional areas:

- design (excluding bridge design)
- “advertise, bid, and award” for construction contracts
- construction contract administration

b. Agency is pursuing certification and is in the process of completing the test project required by ODOT for the Agency to become fully certified in the following functional area:

- consultant selection (formal and informal processes)

The Parties are in the process of assessing the Agency’s test project and required program documents to transition the Agency from conditional to full certification for the functional areas listed in this subsection, and anticipate a successful transition. Therefore, the project described in this Agreement is not one of the test project(s) described in the Local Agency Certification Program Agreement for the functional areas listed in this subsection.

**Shall be deleted in its entirety and replaced with the following:**

2. Certification status information as of the date of execution of this Agreement:

- a. Agency is fully certified in the following functional areas:
  - consultant selection (formal and informal processes)
  - design (excluding bridge design)
  - “advertise, bid, and award” for construction contracts
  - construction contract administration
- b. Agency is conditionally certified in the following functional areas:
  - consultant selection (direct appoint process)
- c. Agency is not currently seeking certification in the following functional area:
  - bridge design
- d. The project described in this Agreement may be used as one of the required test projects described in Local Agency Certification Program Agreement that Certified Agency must perform in order to obtain full certification in the following functional area:
  - consultant selection (direct appoint process)
- e. Agency has had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

**b. TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$2,740,000, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$2,458,602, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, which is 89.73 percent (89.73%), with Agency providing the 10.27 percent match for eligible costs and paying for any non-participating costs, including all costs in excess of available federal funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State’s Regional Local Agency Liaison.

**Shall be deleted in its entirety and replaced with the following:**

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code, and the total Project cost is estimated at \$4,588,463, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$4,117,228, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, which is 89.73 percent (89.73%), with Agency providing the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.

**c. TERMS OF AGREEMENT, Paragraph 9, Page 3, which reads:**

9. Indirect Cost Rate.

- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 35.57 percent ( 35.57%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
- b. If the approved rate changes during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the Project on file with ODOT at the time the work is performed. If Agency does not have an approved indirect cost rate on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

**Shall be deleted in its entirety and replaced with the following:**

- a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 36.07 percent (36.07%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
- b. If the approved rate changes during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rates for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rates on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

**d. TERMS OF AGREEMENT, Paragraph 10 Page 3, which reads:**

10. Agency Work on this Project:

- a. Agency shall perform the following functional areas in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
  - design (excluding bridge design)
  - “advertise, bid, and award” the construction contract
  - construction contract administration
  
- b. While Agency is in the process of transitioning from conditional to full certification, by the terms of this Agreement and for only this Project, Agency is authorized and shall perform as if fully certified in the following functional area:

- consultant selection (formal and informal processes)

Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT’s evaluation of Agency’s test project(s) or program documents identifies the need for corrective action.

**Shall be deleted in its entirety and replaced with the following:**

10. Agency Work on this Project:

- a. As applicable to this Project, Agency shall perform the following functional area(s) in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement; and consultant selection certification approval letter, marked “Exhibit C,” and by this reference made a part hereof:
  - consultant selection (formal and informal processes)
  - design (excluding bridge design)
  - “advertise, bid, and award” for construction contracts
  - construction contract administration
  
- b. Agency agrees that if it hires a consultant for this Project using the direct appoint process, and this is the Agency’s first time following the direct appoint process, the Project must be used as a test project. Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT’s

evaluation of Agency's test project(s) or program documents identifies the need for corrective action.

**e. TERMS OF AGREEMENT, Paragraph 19, Pages 4-6, which reads:**

**19. Americans with Disabilities Act Compliance:**

a. General: Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) as identified in paragraph 1 of the General Provisions section of Local Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational

signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

- d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.
- e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian- activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
  - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

**19. Americans with Disabilities Act Compliance:**

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of the Local Agency Certification Program Agreement.



**b. ADA Design Standards, Construction Specifications, and Inspections:**

Agency agrees to comply with the design and construction standards and the design exception documentation and approval requirements agreed to in the **Standards** section of the Local Agency Certification Program Agreement. In addition, with respect to ADA-related design standards, design exception approvals, construction specifications, and inspections, Agency agrees to comply with the following:

- i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, **including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.** Agency further agrees to utilize ODOT standards to assess and ensure Project compliance with the ADA, and to document ramp inspections per subsection (c.)(i.) below. Design exceptions on State-owned facilities must be approved by State. For project locations on or along State-owned portions of the National Highway System ("NHS") design exceptions must be approved by State and/or FHWA.
- ii. For portions of the Project **not** on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant design standards, construction specifications, design exception documentation and approval process, and inspection documentation process, as approved by State and FHWA for use on federally funded projects.

**c. ADA Inspection Forms:** Prior to issuing the Second Notification, per Oregon Standard Specification 00180.50(g) or Agency's approved equivalent, Agency agrees to submit to State the following:

- i. For all curb ramps constructed or altered as part of this Project on or along a state highway, submit completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison. The completed form is the required documentation from Agency that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- ii. For all curb ramps not located on or along a state highway, Agency shall complete and keep on file Agency's ODOT- and FHWA-approved ADA

curb ramp inspection form (or other approved document) to show that each Project curb ramp meets Agency's curb ramp standards and is ADA compliant or conforms to Agency's approved ADA design exception.

- d. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along the a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- e. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone in accordance with the applicable ODOT or Agency Standards, as set forth in subsections (a) through (c) above. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction in accordance with ODOT standards and processes.
- f. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT or Agency standards as set forth in subsections (a) through (c) above, regardless of whether the work is on a State-owned or an Agency-owned facility.
- g. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed pursuant to applicable statutes and ordinances,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

- v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - h. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.
  - f. **Insert new Exhibit C, the consultant selection certification approval letter, which shows the updated certification status.**
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**Signature Page to Follow**

Agency/State  
Agreement No. 32607-01/73000-00003564

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**CLACKAMAS COUNTY**, by and through its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**  
(If required in Agency's process)

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Joel Howie  
Civil Engineering Supervisor  
150 Beaver Creek Rd  
Oregon City, OR 97045  
503.742.4658  
[jhowie@co.clackamas.or.us](mailto:jhowie@co.clackamas.or.us)

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Delivery and Operations Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Certification Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By Herbert Lovejoy via email  
Assistant Attorney General

Date 8/25/2021

**State Contact:**

Mahasti Hastings  
Local Agency Liaison  
123 NW Flanders St  
Portland, OR 97209  
503.731.8595  
[mahasti.v.hastings@odot.state.or.us](mailto:mahasti.v.hastings@odot.state.or.us)

**Exhibit C**



**Oregon**

Kate Brown, Governor

**Department of Transportation**  
Transportation Development Division  
555 13<sup>th</sup> Street NE, Suite 2  
Salem, OR 97301  
Phone: (503) 986-4175  
Fax: (503) 986-4174

March 15, 2019

Joel Howie  
Clackamas County Department of Transportation  
150 Beaver Creek Road  
Oregon City, OR 97045

**RE: Clackamas County Consultant Selection Certification & Demonstration Evaluation Results, Formal Procurement**

Dear Joel,

This letter is to notify you of the results and needed follow-up regarding Clackamas County's application for certification in consultant selection and your January 15, 2019 formal consultant selection demonstration project presentation. See the attached 3/15/19 letter with certification recommendations from the ODOT Procurement Office.

**Foundational Requirements:** Per Section B of the 2018 Local Agency Guidelines (LAG) for Certified Local Public Agencies (LPAs), Clackamas County has satisfied the requirements to become certified in consultant selection based on having ODOT-approved foundational documents and meeting the staff training requirements for direct appointment, informal, and formal consultant selection.

**Demonstration Requirements:** Per Section C, Chapter 12 of the LAG for Certified LPAs, ODOT has evaluated the County's demonstration project, Canby Ferry Bank Stabilization & ITS (KN 19641), for adherence to formal and informal procurement processes outlined in the LPA A&E Requirements Guide. While there were not fatal flaws with the procurement presented, ODOT identified deficiencies that need to be addressed through future corrective action. See the attached Review and Corrective Action Report form dated 2/27/19 with details and the requested action with respect to the County's next formal procurement. The County's response with a corrective action plan is requested by 4/16/19.

A separate demonstration project is still required for the County's first use of the direct appoint/small purchase method (see Section C, Chapter 12). Please note, certification in consultant selection does not authorize the County to issue work order contracts against ODOT price agreements.

**Contract Administration Demonstration:** The next steps are to administer the consultant contract for Canby Ferry Bank Stabilization & ITS (KN 19641) in accordance with the contract administration processes set out in section 3.7 of the LPA A&E Requirements Guide. Please note the DBE forms and procedures requirements in 3.4.2 and the documentation requirements in section 4. The County's compliance with consultant contract administration requirements will be reviewed during the Certification Program annual project compliance review. For more information, see "Consultant Contract Administration" in Section C, Chapter 12 of the LAG for Certified LPAs.

Please don't hesitate to give me a call with questions or concerns. We look forward to working with you.

Sincerely,

Tiffany Hamilton, JD  
Local Agency Certification Program Manager  
Office: (503) 986-3649

Cc: Mahasti Hastings, ODOT Region 1 Local Agency Liaison  
Kim Rice, ODOT Procurement Office



**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 Harper Houf Peterson Righellis, Inc. for the  
362<sup>nd</sup> Paved Shoulders and Safety Improvement Project**

<b>Purpose/Outcome</b>	Contract will provide project management, plans, specifications, and estimation design services for 362 <sup>nd</sup> safety improvements.
<b>Dollar Amount and Fiscal Impact</b>	Contract total \$247,232.50
<b>Funding Source</b>	Strategic Investment Funds by Community Road Fund and partially matched by System Development eligible Funds
<b>Duration</b>	June 30, 2023
<b>Previous Board Action/Review</b>	10/19/2021: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? The public's increasing expectation that the transportation system will be safer and support a healthier community. 2. How does this item align with the County's Performance Clackamas goals? The project will: a. Build a strong infrastructure, and b. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	1. Date of Counsel review: 10/12/21 2. Initials of Counsel reviewer: AN
<b>Procurement Review</b>	Was the item processed through Procurement? Yes
<b>Contact Person</b>	Bob Knorr, Project Manager, 503-742-4680
<b>Contract No.</b>	4160

**Background:**

Paved shoulders are needed on both sides of the road on 362nd Avenue from Skogan Road to OR211 south and west of Sandy, Oregon. The existing shoulders are very narrow and steep resulting in a safety concern if vehicles veer off the roadway.

The consultant contract will provide project management; topographic survey; environmental and stormwater management services; utility coordination; traffic engineering; public outreach; development of plans, specifications and estimates; and bid assistance through bid award for the 362nd Paved Shoulders & Safety Improvements Project.

The County has secured Strategic Investment Funds established by the Community Road Fund, and partially matched by System Development eligible Funds ("SDCs"), to improve safety along

this section of roadway by widening and paving existing shoulders and investigating and making an evaluation of safety issues at the intersection of SE 362nd Avenue and SE Colorado Road. The project will identify and implement low, to medium-cost countermeasures to increase safety .

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on April 8, 2021. Proposals were opened on March 10, 2021. The County received five (5) Proposals: KPFF, Inc.; PBS Engineering; David Evans and Associates; Cardno; and Harper Houf Peterson Righellis, Inc. An evaluation committee of four DTD personnel evaluated the proposals. The evaluation committee scored Harper Houf Peterson Righellis, Inc. 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 execute the Contract with Harper Houf Peterson Righellis, Inc. for the 362nd Paved Shoulders and Safety Improvement Project

Sincerely,

*Bob Knorr*

Bob Knorr  
Project Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #4160**

This Personal Services Contract (this “Contract”) is entered into between **Harper Houf Peterson Righellis, Inc.** (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the 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 **June 30, 2023**.
  
2. **Scope of Work.** Contractor shall provide the following personal services: Design service for the 362<sup>nd</sup> pave shoulders and safety improvement project (“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 forty-seven thousand two hundred thirty-two dollars and fifty cents (\$247,232.50)**, 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: Bob Knorr.
  
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: Dan Houf Phone: 503-221-1131 Email: <a href="mailto:dan@hhpr.com">dan@hhpr.com</a>	County Administrator: Bob Knorr Phone: 503-742-4680 Email: <a href="mailto:rknorr@clackamas.us">rknorr@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 District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 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.

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

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

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

Harper Houf Peterson Righellis, Inc.

Clackamas County

Daniel S Houf

Digitally signed by Daniel S Houf  
DN: C=US, E=Dan@hhpr.com,  
O=Harper Houf Peterson Righellis  
Inc, CN=Daniel S Houf  
Date: 2021.10.12 08:13:28-0700'

10/12/2021

Authorized Signature Date  
Daniel S. Houf, P.E./President

Chair Date


Name / Title (Printed)

Recording Secretary

227670-81  
Oregon Business Registry #

Approved as to Form:

DBC/Oregon  
Entity Type / State of Formation

 10/12/2021  
County Counsel Date

## **EXHIBIT A SCOPE OF WORK**

Paved shoulders are needed on both sides of the road on 362<sup>nd</sup> Avenue from Skogan Road to OR211 south and west of Sandy, Oregon. The existing shoulders are very narrow and steep resulting in a safety concern if vehicles veer off the roadway.

The County has secured Strategic Investment Funds established by the Community Road Fund, and partially matched by System Development eligible Funds (“SDCs”), to improve safety along this section of roadway by widening and paving existing shoulders and investigating and making an evaluation of safety issues at the intersection of SE 362<sup>nd</sup> Avenue and SE Colorado Road. The project will identify and implement low, to medium-cost countermeasures to increase safety by reducing the number and severity of crashes should they occur.

### **PROJECT UNDERSTANDING**

The project (the “Project”) will improve safety, by widening and paving shoulders on 362<sup>nd</sup> Avenue between Skogan Road and OR 211. Also, the existing intersection of 362<sup>nd</sup> Avenue at SE Colorado Road will be evaluated for potential safety improvements, and low to medium-cost safety improvements will be implemented. In keeping with the project’s original intent only 70% of the shoulder will be built to full width (4,800 LF). The initial cost estimate was developed presuming shoulders will be widened where it’s easiest to do so and there isn’t the need to obtain permanent right of way easements, lengthen culverts, and build walls and impact streams.

Stormwater management shall be designed and constructed utilizing Best Management Practices (“BMP”) and Low Impact Development Approaches (“LIDA”) per Water Environmental Services design standards as adopted by Clackamas County DTD.

### **Project Limits:**

362<sup>nd</sup> Avenue between Skogan Rd southward to OR211. Proposed realignments or upgrade extents shall be limited as much as practical.

### **Lane Configuration/Geometry:**

362<sup>nd</sup> Avenue: Generally, 2-lane cross section with mostly unpaved, narrow, steep shoulders.

### **Water Quality/Quantity:**

Best Management Practices (BMP) and Low Impact Development Approaches (LIDA) per Water Environmental Services design standards as adopted by Clackamas County Department of Transportation and Development (DTD).

### **Franchise Utilities:**

Relocate overhead as necessary, relocate for utility conflicts by utilities.

### **Sanitary/Water:**

This is a rural setting where no municipal sanitary/water systems are anticipated outside of private well and septic and/or a locally run water district systems.

### **Natural Resources:**

No impacts are anticipated. If impacts are unavoidable, additional services needed to address those impacts will be covered under contingency tasks.

### **Landscaping:**

Grass seed shall be shown to match existing landscaping as needed.

**Public Involvement/Outreach:**

Public involvement will consist of mailed public information and a display board that can be used at a CPO meeting or community open house and posted online.

**Right-of-Way (ROW):**

It is assumed and expected no right of way is required for this project. The project footprint must remain within the public right of way. Should the need arise for any sort of simple acquisitions, such as TCEs, the County will facilitate the acquisitions.

**Project Phasing:**

The project is to be completed in two phases. The first phase is preliminary engineering and bidding for a construction contract. The second phase is construction. Construction phase services are not included in this scope of work and the County may request additional scope of work services at a later date for the second phase.

**SPECIFIC SCOPE OF SERVICES****SUMMARY OF WORK**

“Consultant” shall provide services including project management, survey, environmental and stormwater/hydraulic services, utility coordination, geotechnical, traffic engineering, public outreach assistance, and the development of both preliminary design criteria and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance up through bid award for this project based on the scope of services described herein.

Task 1.0 Project Management and Project Coordination

Task 2.0 Survey, Field Investigations and Mapping

Task 3.0 Environmental Services

Task 4.0 Stormwater / Hydraulics Related Services

Task 5.0 Utility Coordination

Task 6.0 Traffic Engineering and Management

Task 7.0 Preliminary Design (30%)

Task 8.0 Public Involvement/Outreach Assistance

Task 9.0 Final Design (, 90%, and 100% Bid Ready)

Task 10.0 Bid and Award Assistance

The duration of the design of this project is assumed to be from October 2021 through June 2023 for the completion of design tasks. Bidding and Construction will occur between April 2023 and October 2023. This scope of services does not include construction engineering or construction support, which may be added at the discretion of the County towards the end of the design phase through a contract amendment.

**Task 1.0 Project Management and Project Coordination**

Consultant shall provide management and coordination of services under this Scope of Work (SOW) for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

**1.1 Administration & Record Keeping**

Consultant shall:

- Prepare a Project design schedule using the Critical Path Method. The Project schedule must include all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all services under this Contract. Updates to the Project schedule shall be made during the course of the Project if milestone dates are modified. For budgeting purposes, it is assumed that up to two (2) Project schedule updates will be necessary.
- Prepare invoices and progress reports. For budgeting purposes, it is assumed that up to fourteen (14) progress reports will be necessary. Each progress report must:
  - Include a summary of previous period’s activities and the planned activities for the upcoming period;



- Identify percentage completed of each Task/Deliverable;
  - Reconcile the budget with the actual amount billed to date;
  - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for services.
- Develop and maintain a Project file to include engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda.

***Task 1.1 - Deliverables and Schedule***

*Consultant shall provide:*

- *Project Design Schedule submitted within five (5) business days of Notice to Proceed (NTP). Submit electronically in PDF format and electronic file (MS Project) format to the County Project Manager (CPM).*
- *Updated Project Design Schedule, as necessary, via timeline agreed to by CPM.*
- *Progress reports and invoices submitted electronically to CPM no later than the 20th calendar day of the month following the reporting period.*

**1.2 Coordination**

Consultant shall:

- Coordinate with the CPM as the main point of contact for coordination and management of Consultant services under the Contract;
- Contact other County staff, and regulatory County staff, if necessary, throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;
- Contact CPM via telephone on a biweekly basis to provide Project status information

***Task 1.2 - Deliverables and Schedule***

*Consultant shall provide:*

- *On-going coordination and communication as needed to appropriately manage the services under this Contract (no tangible deliverables for this task).*

**1.3 Project Meetings 1.3.1 Project Kickoff Meeting**

Consultant shall organize, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held at the Department of Transportation offices of Clackamas County or via web-based platform with the CPM, the Consultant’s PM and other necessary project stakeholders and Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the CPM. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents and standards, and quality control. Consultant shall schedule Project kickoff meeting within five (5) business days of (NTP). Consultant shall prepare draft meeting minutes for review. For budgeting purposes, it is assumed that up to two (2) Consultant staff shall attend the two (2) hour Project kickoff meeting.

**1.3.2 Project Development Team Meeting**

Consultant shall organize, conduct, prepare for and attend up to one (1) in person or web-based Project Development Team (PDT) Meeting to review the Preliminary Design (30%). This meeting will be held at the Department of Transportation offices of Clackamas County or via web-based meeting platform with the CPM, the Consultant’s PM and other necessary project stakeholders and Consultant staff in attendance. The Consultant shall prepare the meeting agenda with input from the CPM. Consultant shall prepare draft and final meeting minutes to be distributed to CPM and all other meeting participants. For

budgeting purposes, it is assumed that up to two (2) Consultant staff shall attend the two (2) hour Preliminary Design (30%) meeting.

### **Task 1.3 - Deliverables and Schedule**

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to CPM and all other meeting participants two (2) business days prior to meeting.
- Draft meeting minutes submitted electronically to CPM and all other meeting participants within two (2) business days of meeting.
- Final meeting minutes submitted electronically to CPM and all other meeting participants within seven (7) business days of meeting.

### **Task 2.0 Survey, Field Investigations and Mapping**

Consultant shall survey this Project for the areas as described in Project understanding section of this SOW unless otherwise noted in specific tasks.

Specific to agency standards, Survey will follow Ground Confidence Point Analysis and Report standards as defined in the 2015 ODOT Survey Policy and Procedure Manual to ensure DTM accuracy along the entire project corridor.

All other project survey methods will adhere to Clackamas County Survey Standards and Procedures.

### **2.1 Research**

Consultant shall:

- Obtain the research data for the area as described in Project Understanding section of this SOW. Consultant shall perform data research as necessary to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research are, but not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, ODOT ROW drawings, railroad maps, County surveys, road dedications and vacations.

#### **2.1.1 Existing Vesting Deeds and Property Ownerships**

- While not an expected part of this project, if permanent right of way easements were to be acquired the County shall obtain all necessary preliminary title reports in lieu of “Trio listing kits” (typically provided by a Title Company). Consultant shall identify property ownership within and adjacent to the Project site by investigating property deeds and County tax records. Consultant shall itemize and report property ownership and owner contact information to CPM. Consultant shall submit each deed in its own electronic file. Consultant shall include all vesting deeds referenced in the Property Vesting Deeds if needed to resolve the property boundary.

#### **2.1.2 Existing Right of Way Records**

Consultant shall:

- Research and obtain copies of surveys, subdivision plats, and land partition plats filed in the County surveyor’s office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project and establish property lines for area calculations when new ROW is acquired.
- Consultant shall research and obtain copies of County assessor maps, General Land Office plats, and County road records related to the properties potentially impacted by the Project.
- Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

### 2.1.3 Existing Horizontal/Vertical Control Stations

Consultant shall

- Research and obtain data about horizontal and vertical control points as required for the Project area including GPS stations, benchmarks, and prior Project control surveys from county, city, and other governmental agencies.

### 2.1.4 Existing Utility Records

Consultant shall

- Research and obtain available facility maps and as-built construction plan data pertaining to utilities in or near the Project area from the County, One-Call Service, County, city, or other governmental agencies and utility companies.

### **Task 2.1 - Deliverables and Schedule**

Consultant shall provide:

- *Incorporate information from this task into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.*

### **2.2 Horizontal And Vertical Control Network**

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the County. Reference the network and all mapping to the County approved vertical datum. The Horizontal Datum to be NAD 83(2011) epoch 2010.00 utilizing the Oregon Real Time Network (ORGN PDX Zone). The Horizontal Network shall be resolved using differential Real Time Kinematic (RTK) GPS observations along with Terrestrial ground measurements. The Vertical Datum shall be NAVD 88. A GPS derived elevation shall be utilized using the Oregon Real Time Network. Closed loop differential level measurements shall run through all of the on-site Control.

Consultant shall establish horizontal control according to County standards using Terrestrial (Theodolite and EDM), GPS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with County guidelines.

Consultant shall use 5/8" Rebar with plastic or brass caps, or other County approved control point, for the GPS and network points. Consultant shall establish a minimum of 3 GPS control points through the length of the survey.

Consultant shall establish vertical control using differential leveling. Consultant shall get County approval before using other methods such as trigonometric leveling and elevations derived from GPS.

### **Task 2.2 - Deliverables and Schedule**

Consultant shall provide:

- *Place control points in the ground at the Project location.*
- *Consultant shall incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.*
  - *An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GPS adjustment report when using GPS.*
  - *An ASCII file containing the coordinates for every network point set and found.*
  - *If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.*
  - *Original field notes for the control network and one scanned copy of the original field notes in ".pdf" format.*

- *An Autodesk Civil3D file containing all the set and tied control points to show elevations.*
- *An Autodesk Civil3D containing all vertical and horizontal control points stored as cogo points to show elevations.*

## **2.3 Monument Recovery**

The purpose of this task is to address the requirements of ORS 209.150 and 209.155, and other survey related statutes for construction Projects.

Consultant shall survey for but not limited to: government corners, geodetic control stations, bench marks, ROW monuments, property boundary markers, and roadway alignment markers.

Identify, Search and Recover Monuments.

Consultant shall recover existing monuments to preserve the locations of any monuments of record that may be endangered by any activity related to the Project and to resolve roadways and property lines. Consultant shall provide a record (field notes) of monuments searched for, the date of the search and the results of the search.

### **Field Survey of Recovered Monuments**

Consultant shall locate, measure and document the location of survey markers and monuments of record for property boundaries and/or ROW needed within the areas.

### ***Task 2.3 - Deliverables and Schedule***

*Consultant shall provide:*

- *Incorporate the information gathered in this task including field notes into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.*

## **2.4 Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)**

The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the Project.

### **2.4.1 Topographic Data Collection**

Consultant shall:

- Collect topographic data between the boundaries described in the Project Understanding section of this SOW. Consultant shall collect and tie topographic data of man-made and/or natural features using a variety of County approved methods. These methods include but are not limited to: collecting the data using terrestrial (Theodolite and EDM), GPS (RTK), 3D Laser Scanning, or station and offset.
- Consultant shall contact Oregon Utility Notification Center to request a pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.
- Consultant shall record in the field notes the utility ownership when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations. This data is needed for the County or Consultant to communicate where the facility may be in conflict with the Project.
- Consultant shall measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.
- Consultant shall tie improvements or vegetation within proposed easement boundaries or within close proximity of proposed easement boundaries when the proximity to the improvement has the potential to cause the improvement to suffer damage.

## 2.4.2 Detailed Basemap

Consultant shall:

- Take applicable topographic data collected in this subtask and create a detailed basemap file. A detailed basemap has all features drafted to County provided criteria. **2.4.3 Digital Terrain Model (DTM)**
- Create a 3 dimensional digital terrain surface using all relevant topographical data collected in this subtask.
- Collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall collect confidence points in the field and generate a confidence point report that conforms with the 2015 ODOT Survey Policy and Procedure Manual. The topographical data and confidence points must meet Agency Criteria. Consultant shall generate 1-foot minor contours and 5 foot major contours throughout the DTM for a QC analysis of the surface.

### **Task 2.4 - Deliverables and Schedule**

*Consultant shall provide the following deliverables and submit them electronically (.PDF) to CPM within 30 days of NTP 1 copy of field notes:*

- *Copy of the Autodesk Civil3D CADD Files Detailed Base Map with Civil3D DTM*
- *All files for the network control points in (ASCII) format*
- *Files of listing kits*
- *Files of survey research*
- *Files of tax maps*
- *Control Point Worksheet with datum used and descriptions of control points found and set*

## **2.5 Existing ROW& Boundary Resolution**

The purpose of this task is to identify the location of the existing Centerline(s), ROW lines and property line(s) as necessary, to perpetuate the location of the monuments found, to document the control used for this Project area, and establish property lines for area calculations when new ROW is acquired. This task addresses the requirements of ORS 209.150 and 209.155 and other survey related statutes.

### **2.5.1 Resolve ROW and Property Boundaries**

Consultant shall:

- Resolve the location of the ROW within the present limits as described in this SOW.
- Resolve identified ROW centerlines alignments, ROW lines and property boundaries abutting the roadway and along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of ROW alignments and property boundaries for the area as described. Consultant shall provide a detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the ROW centerline, ROW lines (including all jogs) and property boundary lines.

Control, Recovery, Retracement Record of Survey The Consultant will prepare a survey that shows existing monuments, surveys, and ROW and/or property lines. The scope work does not include preparation and filing of a Record of Survey (ROS). The intent is to protect the existing survey monuments with the design.

If during the project development, it is determined that a Record of Survey is required because of the potential of monuments being destroyed, the County may add the ROS to the scope of work for the consultant with an Amendment.

### **Task 2.5 - Deliverables and Schedule**

Consultant shall provide:

- *A resultant survey design as part of its overall Preliminary and PS&E Design.*

### **Task 3.0 Environmental Services**

The County will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide list of properties requiring ROE's for research disciplines no less than five (5) weeks before such ROE's are required to perform work on private parcels.

The following tasks will be completed by the Consultant to identify wetland/Ordinary High Water (OHW) resources and hazardous materials, as well as to inform permitting needs for the project:

#### **3.1 Wetland/OHW Field Reconnaissance**

Consultant shall conduct wetland/waters field reconnaissance to preliminarily identify the jurisdictional boundaries of any wetlands and/or waters that occur within the Project Study Area (PSA). Prior to the field investigation, Consultant will conduct a review of publicly available information necessary to determine the presence of wetlands onsite. This information includes National Wetland Inventory (NWI) data, NRCS county soil survey data, and aerial imagery. The field investigation will be performed to identify the extent of jurisdictional wetlands and waterways in the study area. Best professional judgement will be used to determine whether wetlands and/or waters are potentially jurisdictional at either the state level, or both the state and federal levels.

The boundaries of wetlands shall be estimated based on the presence of wetland hydrology, hydric soils, and hydrophytic vegetation, in accordance with the "Routine On-site" determination methodologies of the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0). The boundaries of waters will be delineated based on ordinary high water mark (OHWM) elevation in accordance with U.S. Army Corps of Engineers (Corps) and Oregon Department of State Lands (DSL) guidelines. All wetland and waters boundaries shall be flagged with pin flags and/or plastic flagging and labeled alpha-numerically in the field so they are clearly identifiable to the field surveyors. A sketch map of approximate wetland and waters boundary boundaries shall be provided to the County so that their survey crew can locate and survey each point. Representative photographs will be taken throughout the study area to support findings. After the County surveys the wetland and waters points and provides a survey point file to the consultant design team, the Consultant will review the survey and will create a CAD file of the wetland and waters boundaries for use by the design team.

Following completion of the fieldwork, Consultant shall prepare a Wetland Memorandum describing the methodology and results of the fieldwork. The memorandum shall include data collected on the soils, hydrology, and vegetation within the PSA. Graphics shall depict the topography, soil mapping, National and/or Local Wetland Inventory (N/LWI) mapping, aerial and ground level photographs, and the locations of the sample plots and surveyed wetland boundaries. If there are wetlands/OHW within the potential impact area, the Consultant will coordinate with the County to determine if all impacts to wetlands/OHW can be avoided, or if not, then the impacts to USACE-regulated wetlands and OHW can be avoided. Consultant will advise the County of permitting implications during Preliminary Design as needed.

#### **Task 3.1 Assumptions**

- *The County will provide site access prior to the field investigation;*
- *Study area boundaries will be clearly identified prior to the County's site visit to conduct a survey; and*
- *The County will survey wetland and waters boundaries and will provide a CAD file of the survey points to Consultant.*
- *Informal environmental coordination with County.*

### **Task 3.1 Deliverables and Schedule**

Consultant shall provide:

- *Sketch map of approximate wetland and waters boundaries for surveyor's use.*

### **3.2 Wetland Determination Memorandum**

If wetlands are not located within the potential impact area, a wetland determination memorandum will be prepared by Consultant that describes the results of the field investigation. A map(s) will be prepared that shows the study area, photo locations, and sample plot locations. The memorandum will include site descriptions, a photo log, and sample plot data forms.

### **Task 3.2 - Assumptions**

- *County shall review the draft Wetland Determination Memorandum and shall provide comments to Consultant within two weeks of receipt of the draft. Consultant shall make appropriate modifications to the draft Wetland Determination Memorandum in response to the comments and shall prepare the final for submittal.*

### **Task 3.2 - Deliverables and Schedule**

Consultant shall provide:

- *DRAFT Wetland Determination Memorandum to County for review.*
- *FINAL Wetland Determination Memorandum within two (2) weeks of receipt of comments.*

## **Task 4.0 Stormwater / Hydraulics Related Services 4.1 Drainage & Water Quality/Quantity Studies**

### **4.1.1 Existing Stormwater System Review and Downstream Analysis**

Consultant shall:

- Review drainage basins and available capacity in the downstream systems.
- Review capacity of existing conveyance facilities based on survey data provided by the County within project limits including those that are located within adjacent streets ROW.

### **4.1.2 Stormwater Design Documentation**

#### *Preliminary Stormwater Memorandum:*

Consultant shall prepare a preliminary stormwater concept and memorandum that shall be submitted prior to 30% Preliminary Plans. The purpose of this memorandum is to develop the overall recommendations of the basic storm water conveyance system layout, pipe/culvert outfall locations, treatment, and storage concepts. These recommendations do not contain full facility designs. It is a tool to assist in the selection of the types and locations of the facilities to be designed. Consultant shall prepare the Preliminary Stormwater Memorandum following the outline below:

- **Introduction and Title** – This section shall list Project name, road name, beginning and ending mile points, and date of the report. The introduction will include the names of the engineering staff who prepared the recommendations, the purpose of the report, a brief description of the Project, and a summary of treatment/storage concepts and recommendations on their use.
- **Existing and Proposed Conditions Narrative** – The introduction will be followed by a narrative that describes the proposed changes to the existing conditions. The pollutant removal and storage targets will also be included in the narrative.
- **Proposed Stormwater Management Alternatives** – This section will include a brief generic discussion of proposed alternatives considered. The topics addressed will include location, removal efficiency, storage capacity, constructability, maintenance, and cost. A comparison of LIDA facilities for water quality and detention and other similar BMP alternatives will be evaluated and listed.

- **Recommendations** – This section shall discuss preliminary recommendations about the proposed alternatives. Aspects that shall be addressed include dependability, ease of construction, and ease of maintenance, cost, and appearance.

**Task 4.0 - Deliverables and Schedule**

*Consultant shall provide:*

- *Concept Stormwater Drainage Memorandum to County for review due prior to the 30% Preliminary Design submittal.*
- *Draft Stormwater Design Memorandum (PDF) due with the 30% Preliminary Design submittal.*
- *Final Stormwater Design Memorandum (PDF) due with the 60% Preliminary Design submittal.*

**Task 5.0 Utility Coordination 5.1 Utility Coordination**

Consultant shall initiate coordination with utilities and incorporate utility provided relocation plans into the design documents. The locations and elevations of existing utilities and options for resolving conflicts shall be investigated. This work shall include working with the County and utility companies to “pothole” crossings and other areas to identify and eliminate conflicts. It is expected that potholing shall be provided by the utility companies. Once “potholing” data is obtained and mapped, the Consultant shall incorporate the data into any plan changes.

Consultant shall:

- Prepare a Utility Conflict Spreadsheet and send utility conflict letters using County boilerplate utility notices to the affected utility companies describing the conflicts that exist, and the required adjustment to eliminate the conflict. A spreadsheet of centerline reference points and elevations shall be provided to utility companies for use in excavating existing utilities (potholing) at points of potential conflicts. Consultant shall also provide the conflict list to an independent potholing service who shall provide quotes to the utilities and coordinate with the Project team to aid in gathering pothole data. The schedule for making the necessary adjustment ahead of the beginning of road construction shall be identified.
- Review pothole data provided by the utilities and make recommendations to the project design to minimize utility relocation.
- Prepare a Utility Relocation Letter using County boilerplate utility notice of conflict for each utility notifying them of unavoidable conflicts with a mandatory relocation date.
- Perform ongoing coordination with utilities to resolve utility conflicts finalize utility relocation requirements as appropriate.
- Provide a final notice using County boilerplate utility final notice to utilities of contract dates and project status.

**Task 5.0 - Deliverables and Schedule**

*Consultant shall provide:*

- *Utility Conflict Spreadsheet(s) and Letter(s)*
- *The final utility relocation plan(s) submitted to the County Project Manager (CPM) within 10 days after acceptance.*
- *Final Notice Letter(s) submitted to each utility and CPM 20 business days after submittal of Advance Plans to County.*

**Task 6.0 Traffic Engineering and Management 6.1 Signing & Pavement Marking Plans**

Consultant shall:

- Prepare combined plans, specifications, and construction cost estimates for the permanent signing and pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and County standards. DKS will provide design information to HHPR, and the signing and striping will be included on the roadway plan sheets.



### **Task 6.1 - Deliverables and Schedule**

Consultant shall provide:

- *Signing & Striping plans incorporated into, 90%, and 100% plans.*

### **Task 7.0 Preliminary Design (30%) 7.1 Design Criteria**

Consultant shall prepare draft and final design criteria. Design criteria shall be consistent with AASHTO's A Policy on Geometric Design of Highways and Streets; Clackamas County Transportation System Plan (TSP) Rural Arterial Cross Section and Clackamas County Roadway Standards. County will provide project-specific criteria for project overlay and new section widening to Consultant. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway design elements of the Project. This includes the following:

- Determine cross slope,
- Determine maximum grade, vertical curves
- Determine turn lane elements:
- Taper rate
- Determine cross section elements:
- Number and width of travel lanes
- Shoulders
- Bikeways
- Determine need for roadside barriers

### **7.2 Horizontal and Vertical Alignments (30% submittal)**

This task shall develop alternatives to be evaluated based on the design criteria to meet the overall project needs, as well as to reach agreement on the preferred alternative.

Consultant shall:

- Provide the roadway elements associated with up to two (2) cross section alternatives developed for the project corridor. The activity includes a cross section alternative meeting the design criteria and one alternative requiring a design exception to avoid significant trees, properties, or utilities.
- Provide conceptual design strip maps for (2) alternative layouts of the intersection, paved shoulders and retaining wall locations.
- Provide Civil 3D Cross Sections of alternatives for review by the County.
- Collaborate with County staff to assist County in determining the preferred alternative.
- Provide 30% strip map showing the preferred alternative.

### **7.3 Stormwater Conveyance, Water Quality and Detention Concept Alignment and Grade (30% submittal)**

Based on the storm drainage report, the Consultant shall develop conceptual drainage conveyance, water quality and detention layout and profile grades for the preferred alternative. This shall validate the stormwater disposal locations and depth of the storm system. This shall also provide locations of potential utility conflicts and potholing needs.

### **7.4 Construction Estimate**

Consultant shall provide quantities and 30% construction cost estimate with each alternative.

### **7.5 Design Memorandum**

Consultant shall provide a brief 30% design memorandum summarizing:

- Alternatives considered and the recommended alternative.
- Anticipated environmental documentation and permits that will be required for the project including information regarding permit application submittal requirements, typical timelines, and potential mitigation requirements.

### **Task 7.0 - Deliverables and Schedule**

Consultant shall provide:

- *Draft design criteria electronically (one electronic copy in PDF form)*
- *Final design criteria electronically (one electronic copy in PDF form)*
- *Conceptual Design Strip Maps for (2) alternatives (one electronic copy in PDF form)*
- *30% Strip Map of Preferred Alternative (one electronic copy in PDF form)*
- *30% Cost Estimate*
- *30% Design Memorandum*

### **Task 8.0 Public Involvement/Outreach Assistance**

The Consultant will provide support to the County's community relations specialist with preparation of documents to be distributed or made available to the general public.

Consultant shall:

- Provide a graphically formatted aerial map, showing the project footprint for inclusion on the County's website and for County use in public outreach.

### **Task 8.0 - Assumptions**

- *County staff will be responsible for final production of mailers and or information boards, website informational narratives, and for making presentations to the public and other stakeholder organizations.*
- *Consultant staff will not attend community open house events.*

### **Task 8.0 - Deliverables and Schedule**

Consultant shall provide:

- *One draft and final aerial map graphic in PDF form*

### **Task 9.0 Final Design (90% and 100% Bid Ready) -Plans, Specifications, and Estimate, (PS&E)**

The Consultant will advance the recommended alternative from the Preliminary Design (30% design) stage to the 100% complete stage.

Consultant shall:

- Complete engineering drawings for submittal to the County at 90%, and 100% milestones and perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities. All plans will be drafted with the latest version of AutoCAD software and the final CAD drawings provided through an FTP site or on a CD.
- Provide relevant plan drawings that include at a minimum title, typical sections, standard details, erosion control plans, roadway plans, and other required drawings for submittal to County for review.
- Calculate quantities and develop an engineer's construction cost estimate and construction schedule for submittal at each plan development milestone (90%, and 100%).
- Prepare relevant sections of specifications based on the 2021 Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special provisions and County boilerplate special provisions to the specifications in Part 00100 – General Requirements.
- Revise and submit final Special Provisions based on comments received during County reviews.
- Provide responses to comment/response logs for 90% and 100% milestones on PS&E documents.
- Make corrections as required by County and submit final plans to County (both documents and electronic copies).
- Consultants shall prepare plan sheets according to the following table:

<b>Table 9</b> Name of Sheet	Estimated # of Sheets	60% PS&E Submittal	Advanced Submittal	Final Submittal
Title sheet (w/Std Dwgs listed)	1	X	X	X
Legend & abbreviations	1	X	X	X
General notes	1	X	X	X
Typical sections	1	X	X	X
Standard details	1	X	X	X
Erosion control cover & notes	1	X	X	X
Erosion control plans (1"=40')	4	X	X	X
Layout of sheets	1	X	X	X
Roadway plan and profiles (1"=30')	8	X	X	X
Sign and striping plans (1"=40')	1	X	X	X
Sign and striping details	1	X	X	X
Sign and post data table	1	X	X	X

**Exhibit B**  
**FEE SCHEDULE**

Harper Houf Peterson Righellis Inc. - Estimated Fee Roadway Design Services for 362nd Pavement and Safety Project - Clackamas County September 14, 2021	Harper Houf Peterson Righellis Inc.														DKS Associates								TOTAL BY TASK				
	Principal/Project Manager	Civil Engineer	Senior Civil Designer	QC Engineer/Construction Manager	Civil Designer	Cad Technician	Environmental Scientist	Graphics	Landscape Architect	Project Surveyor	Survey Technician	Survey Crew Chief	Instrument Person	Clerical	Expenses	Principal (Grade 40)	QC Engineer (Grade 35)	Project Manager (Grade 30)	Engineering Designer (Grade 21)	Engineer (Grade 15)	Engineering Associate (Grade 15)	CAD Technician (Grade 11)		Admin (Tech T)	Expenses		
<b>1. PROJECT MANAGEMENT AND COORDINATION</b>																											
1.1 Administration & Record Keeping	8																										\$ 1,720.00
1.2 Coordination	24																										\$ 5,560.00
1.3 Project Meetings	6		6															2	2								\$ 3,050.00
<b>2. SURVEY, FIELD INVESTIGATIONS &amp; MAPPING</b>																											
2.1 Research										8	12																\$ 2,920.00
2.2 Horizontal & Vertical Control Network	1									4	8	8	8														\$ 3,735.00
2.3 Monument Recovery										8	16	32	32														\$ 10,640.00
2.4 Topographic Data, Detailed Base Map, & DTM	2									12	120	80	80														\$ 36,070.00
2.5 Existing ROW & Boundary Resolution	2									16	40																\$ 8,350.00
<b>3. ENVIRONMENTAL SERVICES</b>																											
3.1 Wetland/OHW Field Investigation	2		4				24																				\$ 4,330.00
3.2 Wetland Determination Memorandum	2						16	8																			\$ 4,550.00
<b>4. STORMWATER/HYDRALICS RELATED SERVICES</b>																											
4.1 Drainage & Water Quality/Quantity Studies	8	60	16																								\$ 15,100.00
<b>5. UTILITY COORDINATION</b>																											
5.1 Utility Coordination	8	8	8																								\$ 4,360.00
<b>6. TRAFFIC ENGINEERING AND MANAGEMENT</b>																											
6.1 Signing & Pavement Marking Plans			16			12																					\$ 9,650.00
<b>7. PRELIMINARY DESIGN (30%)</b>																											
7.1 Design Criteria	2		8																								\$ 2,550.00
7.2 Horizontal & Vertical Alignments (30% Submittal)	8		60	8	40																						\$ 18,780.00
7.3 Stormwater Conveyance, Water Quality and Detention Concept Alignment and Grade (30%)	8	24	40	2																							\$ 12,670.00
7.4 Construction Estimate	4		16																								\$ 4,300.00
7.5 Design Memorandum	15		12					16																			\$ 7,445.00
<b>8. PUBLIC INVOLVEMENT/OUTREACH ASSISTANCE</b>	0.5							4																			\$ 667.50
<b>9. FINAL DESIGN (90% AND 100% BID READY), PS&amp;E</b>	24	72	200	16	200	40			20																		\$ 89,910.00
<b>10. BID &amp; AWARD ASSISTANCE</b>																											
10.1 Questions During Bidding	1		4																								\$ -
	125.5	164	390	26	240	52	40	28	20	48	196	120	120	16	\$ -												\$ -
	\$215	\$165	\$165	\$195	\$140	\$120	\$135	\$140	\$145	\$170	\$130	\$130	\$95	\$105		\$250	\$225	\$200	\$185	\$155	\$125	\$105	\$130				\$ -

\$ 237,842.50

\$ 9,390.00 \$ 247,232.50