



**DAN JOHNSON**  
DIRECTOR

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

July 8, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval to apply for a RAISE Discretionary Transportation Grant  
to replace the bridge across the Bull Run River

<b>Purpose/ Outcomes</b>	Approval to apply for a RAISE Discretionary Transportation Grant to replace the bridge across the Bull Run River on Bull Run Road.
<b>Dollar Amount and Fiscal Impact</b>	\$9.2 million in grant funds will be requested. Matching funds in the amount of \$2.3 million (20%) will be provided from County Road Use Funds. Weyerhaeuser will contribute \$10,000 towards this project.
<b>Funding Source</b>	Federal Highway Administration and Clackamas County Road Use Funds. Weyerhaeuser will contribute \$10,000. No county general funds will be involved.
<b>Duration</b>	Grant award would occur no later than December 2021. Project development would begin in 2022 and be complete no later than September 2026.
<b>Previous Board Action</b>	05/2020: The Board previously approved a similar grant application for funding from the same federal program last year in a Business Session. 06/29/21: Discussion item at issues.
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This project will help meet the goal to provide travelers safe roads that are in good condition. 2. How does this item align with the County's Performance Clackamas goals? This project aligns with the Performance Clackamas Goal that by 2026 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities.
<b>Counsel Review</b>	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
<b>Procurement Review</b>	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This project is a grant application. If funds are awarded it will be processed through procurement.
<b>Contact Person</b>	Stephen Williams, Principal Transportation Planner - 742-4696

The US Department of Transportation annually offers discretionary grants for vital transportation improvements through the RAISE Grant program. Full replacement of the bridge over the Bull Run River on Bull Run Road is a strong candidate for RAISE funding. The bridge is over 128 years old and has a sufficiency rating of 2 (out of 100), the second worst rating among over 8,000 bridges in Oregon. This bridge is a vital connection to the Bull Run community (population 360) for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoirs. Applications are due on July 12, 2021.

**RECOMMENDATION:**

Staff respectfully recommends approval to apply for the BUILD grant in the amount of \$9.2 million and submit the attached Letter of Support.

Respectfully submitted,

*Stephen Williams*

Stephen Williams- Principal Transportation Planner

# Financial Assistance Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department & Fund: \_\_\_\_\_

Application for: Subrecipient Assistance    Direct Assistance  
Grant Renewal?    Yes    No

**If renewal, complete sections 1, 2, & 4 only**  
**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: \_\_\_\_\_

Funding Source:    Federal    State    Local

Requestor Information (Name of staff person initiating form): \_\_\_\_\_

Requestor Contact Information: \_\_\_\_\_

Department Fiscal Representative: \_\_\_\_\_

Program Name or Number (please specify): \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Name of Funding Agency: \_\_\_\_\_

Agency's Web Address for funding agency Guidelines and Contact Information: \_\_\_\_\_

### OR

Application Packet Attached:    Yes    No

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule: _____	_____	_____

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

**Mission/Purpose:**

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

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

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

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

**Organizational Capacity:**

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

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

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

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

**Collaboration**

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

The Finance Department will be an important partner in this project for grant reimbursements, procurement of professional design services and also bid letting of the project.

**Reporting Requirements**

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

This program requirements submission of monthly invoices for reimbursement that must be accompanied by a written progress report.

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

A project schedule will be developed and used by project management staff to track the progress of consultants and contractors.

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

A full finance report will be submitted monthly with the invoices identifying all expenditures and the percent completion for all contracts.

**Fiscal**

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

Yes, the proposed new bridge will support the economic vitality of the Bull Run area for nearly 100 years. These benefits will far exceed the cost to administer this grant.

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

Beyond the requested grant funds, and the committed Clackamas County match, the only other funding is a commitment by Weyerhaeuser of \$10,000 towards the project.

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

There is a 20% match requirement for this funding source. Clackamas County will provide \$2,300,087 to meet this match requirement using Clackamas County Road Funds that are available and will be committed by the Board of County Commissioners when this grant application is approved.

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

This grant will cover indirect costs, but it is not known at this time if a rate cap will be imposed. Clackamas County has an approved indirect rate through ODOT, and that rate will apply to progress billings.

Program Approval:

Karen Buehrig

6/22/21

Karen Buehrig

Digitally signed by Karen Buehrig  
Date: 2021.06.22 15:58:53 -07'00'

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR\*\***

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Mike Bezner, Assistant Director		Mike Bezner
Name (Typed/Printed)	Date	Signature

Digitally signed by Mike Bezner  
Date: 2021.06.22 16:05:50 -07'00'

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Dan Johnson, Director		Dan Johnson
Name (Typed/Printed)	Date	Signature

Digitally signed by Dan Johnson  
Date: 2021.06.22 16:06:13 -07'00'

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	6.23.2021	Elizabeth Comfort
Name (Typed/Printed)	Date	Signature

Digitally signed by Elizabeth Comfort  
Date: 2021.06.23 07:15:08 -07'00'

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
NA		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

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

**For applications less than \$150,000:**

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

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County Administration Attestation

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

# Clackamas County Bull Run Bridge Replacement

<b>BACKGROUND INFORMATION</b>	
<b>Project description</b> <i>Describe the problem(s) the project is designed to solve and how it would solve that problem.</i>	The Bull Run Bridge is a two-lane, 128-year-old truss bridge with a 20-foot deck width and a sufficiency rating of 2. This project would replace the existing bridge with a new two-lane bridge with a 38-foot wide deck.
<b>Location</b> <i>County, city, routes, etc.</i>	The project is in Clackamas County, Oregon on Bull Run Road at the crossing of the Bull Run River (milepost 3.8), approximately 4.5 miles north of the City of Sandy at latitude 452541.44 and longitude 1221357.13 east.
<b>Total Cost</b>	\$11,500,487
<b>RAISE Funds Requested</b>	\$9,200,390
<b>Matching Funds</b> <i>List amount, source(s), and whether they have been officially committed.</i>	Clackamas County will provide \$2,300,087 in matching funds from county sources and \$10,000 will be provided by Weyerhaeuser. The matching funds will be officially committed by the Board of County Commissioners when the RAISE application is approved at an upcoming meeting.
<b>Project Status and Schedule</b> <i>Describe the project's status and schedule for completing NEPA, breaking ground, and completing construction, among other key milestones.</i>	NEPA and 30% design have been completed for the project. Ground breaking will occur 2 years after a grant agreement is approved for construction funds. Construction is expected to take 2 years.
<b>Project Supporters</b> <i>List public agencies and private organizations that support the project.</i>	Project supporters include: Clackamas County, City of Sandy, Portland Water Bureau, Portland General Electric, Weyerhaeuser, and Clackamas County Business Alliance.
<b>RAISE CRITERIA</b>	
Please describe briefly (no more than 200 words each) how this project addresses the RAISE criteria. Not all projects will address all of the criteria.	
<b>State of Good Repair</b> <i>Improving the condition of existing transportation facilities and systems, with particular emphasis on projects that ensure good infrastructure condition while supporting commerce and economic growth.</i>	Although well-maintained, the existing Bull Run bridge is 128 years old and was constructed in 1893. The bridge is many years beyond the end of its design life and, due to its age, is rapidly deteriorating. The iron truss structure is becoming brittle and as a result, repair of the existing bridge is not an option; it must be completely replaced. If the bridge is not replaced, it is likely that it will have to be closed within the next 10 years.
<b>Economic Competitiveness</b> <i>Contributing to the economic competitiveness of the United States.</i>	The bridge is not heavily used, but it is the most direct connection to the City of Sandy for the residents of the community of Aims and surrounding areas that straddle the Clackamas County / Multnomah County border. Sandy is not only the closest destination to Aims and the Bull Run area for shopping and services, it is also the place of work for many of the residents. In addition, if the Bull Run Bridge is closed timber harvesting in the area will have to end because there is no other route into the area that is open to logging trucks. Since many of the local residents work in the timber harvest industry, closure of the bridge will threaten the jobs and livelihood of many of the residents of the Aims / Bull Run area.
<b>Quality of Life</b> <i>Investments that increase transportation choices and access to transportation services for people in communities across the United States.</i>	If the Bull Run Bridge is closed residents of the area will be required to detour through Corbett on I-84 in the Columbia River Gorge to reach Sandy, Oregon, the nearest city. This will result in an additional 2 hours round trip travel time when residents go to town. This will impact the quality of life of the residents by greatly increasing their annual driving cost, and reducing their time that is available for other purposes.

<p><b>Environmental Sustainability</b>  <i>Improving energy efficiency, reducing dependence on oil, reducing congestion-related emissions and benefitting the environment.</i></p>	<p>The closure of Bull Run Bridge will greatly increase the amount of driving required of the residents of the Aims / Bull Run area. If Bull Run Bridge closes, the trip to Sandy from Aims / Bull Run will increase in length by 12.9 miles. Since the average household in the area makes 4 trips per day into Sandy, closure of the Bull Run Bridge will increase daily travel by 51.6 miles per day per household. With 153 households in the Aims / Bull Run area, daily travel by the community will increase by 7,895 miles and annual travel by 288,160 miles. Assuming fuel economy of 20 miles per gallon each household in the Aims / Bull Run area will consume an additional 942 gallons of fuel each year. At the current average price of \$3.10 / gallon, additional fuel will cost each household \$2,919 per year. The additional travel required for residents of the Aims / Bull Run area will also generate an additional 1,077 tons of CO<sub>2</sub> per year.</p>
<p><b>Safety</b>  <i>Improving the safety of US transportation facilities and systems.</i></p>	<p>A simple crash analysis was conducted for Bull Run Road to determine the rate of crashes. This analysis determined that on Bull Run Road between 2011 and 2018:</p> <ul style="list-style-type: none"> <li>▪ The rate of property damage crashes was 0.8098 per million vehicles miles travelled,</li> <li>▪ The rate of personal injury crashes was 0.3471 per million vehicle miles travelled, and</li> <li>▪ The rate of fatality crashes was 0.1157 per million vehicle miles travelled.</li> </ul> <p>Using these rates the number of each type of crash on Bull Run Road was then forecast for 20 years for two scenarios: 1) A scenario that assumed the Bull Run Bridge would not be replaced and would close in 2030 requiring traffic to divert through Corbett, and 2) A scenario that assumed that Bull Run Bridge would be replaced allowing traffic to use the existing route. The crash forecast showed that if Bull Run Bridge closes, over 20 years (from 2025 to 2044) there would be an additional 73 crashes, of which 47 would be property damage only crashes, 20 would be personal injury crashes and 7 would be fatality crashes. This analysis demonstrates that replacement of the Bull Run Bridge will result in a large safety benefit from the avoidance of crashes, property damage, injuries and fatalities that will result if Bull Run Bridge is not replaced.</p> <p>In addition to an increase in vehicle crashes, injuries and fatalities, closure of Bull Run Bridge would also greatly increase emergency response time in the Aims / Bull Run area. Today, emergency response time by Sandy Fire District #72 to the Aims / Bull Run area is about 15 minutes. Closure of the Bull Run Bridge will increase the response time by 45 minutes. This increased response time will result in much greater damage due to fire or other types of emergencies. It will also delay arrival at a hospital by 1 ½ hours for those experiencing a health emergency.</p>
<p><b>Readiness</b>  <i>US DOT will give priority to projects that are expected to be ready for construction quickly, with obligation of funds occurring no later than September 30, 2022.</i></p>	<p>Clackamas County is certified by Oregon Department of Transportation for management of federally funded projects. Replacement of the Bull Run Bridge has been a high priority for Clackamas County. The county has taken steps that will allow the bridge replacement project to move forward to construction quickly once funding is allocated including the completion of the Alternative Analysis, completion of the NEPA assessment and completion of 30% design. As a result of this previous work the county will be able to immediately begin the process of securing a grant agreement and obligating the federal funds. Once the grant award is announced the county will immediately move forward to complete 100% design using county funds. Once there is a grant agreement in place, the county will move forward with right-of-way acquisition to allow construction to start as soon</p>

	<p>as possible after completion of design. Moving forward in this manner will reduce the time necessary to complete the project by between 6 months and 12 months.</p>
<p><b>Innovation</b>  <i>US DOT will give priority to projects that make use of innovative technologies, use innovation in project delivery, or make use of innovative financing.</i></p>	<p>The financing of the proposed replacement of Bull Run Bridge is the innovative aspect of the project. Usually, projects undertaken by Clackamas County are funded with county funds or with a combination of federal funds and county funds. This project also includes \$10,000 funding that is being contributed by Weyerhaeuser.</p>
<p><b>Partnership</b>  <i>US DOT will give priority to projects that demonstrate strong collaboration among a broad range of participants and/or integration of transportation with other public service efforts.</i></p>	<p>Clackamas County is the owner of Bull Run Road and the Bull Run Bridge and will be the lead organization for this project. To assist in the replacement of Bull Run Bridge the county has recruited a diverse group of partners that will publically support the project. These partners include the Portland Water Bureau (PWB) which is the owner/operator of the Bull Run Reservoirs, the fresh water source for all of Portland and surrounding communities. The PWB depends upon Bull Run Road to access the Bull Run Reservoirs. The Oregon Department of Transportation will be an important participant due to its role in reviewing plans for the new Bull Run Bridge. Weyerhaeuser is participating as a funding partner by contributing \$10,000 due to the importance of Bull Run Bridge for access to timberlands in the Bull Run Watershed. The Sandy Fire District #72 is the primary emergency services provider in the Bull Run watershed and will be an important participant in this project because closure of the Bull Run Bridge would prevent the district from meeting its responsibilities. The Bull Run CPO will provide a forum for sharing of information and concerns by the members of the community and Clackamas County.</p>
<p><b>Climate Change/GHG Reduction</b>  <i>US DOT seeks to fund projects that considered climate change and environmental justice in the planning stage and were designed with specific elements to address climate change</i></p>	<p>The climate change/greenhouse gas impacts of this project were evaluated for two possible scenarios: 1) Closure of the Bull Run Bridge in 2030 due to deterioration of the bridge structure forcing all traffic to detour through Corbett, and 2) Replacement of Bull Run Bridge prior to closure. The detour route for Aims / Bull Run traffic through Corbett is 14.5 miles longer than the existing route on Bull Run Road. As a result, closure of the Bull Run Bridge will force residents of the Aims / Bull Run area to drive an additional 3.85 million miles annually to reach jobs, retail and service locations. This large increase in miles driven by area residents will result in a major increase in greenhouse gas generation. The air quality analysis completed for this project using travel demand modeling and the most recent greenhouse gas generation rates for the Portland air shed showed that <i>closure of Bull Run Bridge would result in the generation of an additional 1,077 tons of CO<sub>2</sub> per year.</i></p>
<p><b>Racial Equity</b>  <i>USDOT seeks to encourage racial equity through planning, policies, and investing in projects that reduce barriers to opportunity</i></p>	<p>The proposed project is located in a very low population upland area of Clackamas County. American Community Survey 2019 data from the Bureau of the Census shows that the block group where the project is located has an estimated population of 296. Of those 268 (90.5%) are white and 28 (9.5%) are Latinx.</p>



July 8, 2021

Office of Infrastructure Finance and Innovation  
Office of the Secretary of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

**Re: 2021 RAISE Application for Replacement of the Bull Run Bridge in Clackamas County, Oregon**

Dear RAISE Application Review Committee:

The Clackamas County Board of County Commissioners wishes to express their strong support for the 2021 RAISE Transportation Discretionary Grant to replace the Bull Run Bridge in Clackamas County, Oregon. At our July 8, 2021 Business Meeting, the Board of County Commissioners approved the submission of a RAISE grant application for this important project. Through this approval we also authorized the use of county road funds to provide the required \$2.3 million match. We are pleased to note that the project is a Public Private Partnership project which includes a contribution of \$10,000 by Weyerhaeuser Corporation in support of the project.

The 128 year old Bull Run Bridge is a vital facility for the residents of the Bull Run watershed, the economy of Clackamas County and the Portland region that may need to be closed to traffic in the next 5 to 10 years due to structural deterioration and must be replaced as soon as possible. Residents of this area of Clackamas County experience an enviable quality of life in a rural upland location with access to Sandy, Oregon, a very attractive community, just 15 minutes away. But, if the Bull Run Bridge is not replaced and is taken out of service, the quality of life of local residents will be seriously impacted. Closure of the bridge will add at least 1½ hours to each round trip to Sandy, Oregon by area residents to access all types of places of work, businesses, services, schools and medical facilities. The longer trip required to meet all of life's needs would not only cost time, but also money. At the current price of gas in Clackamas County (\$3.10), each family would experience an increase in their annual fuel costs of over \$5,470.

The Bull Run Bridge is also the only route available for use by logging trucks and equipment into the Bull Run watershed. The timber industry is one of the most important employers in the area, but if the Bull Run Bridge is closed, access to the area for timber harvest will end resulting in the loss of many jobs in the area.

Further, the Bull Run Bridge is also the main access route for the Bull Run River Reservoirs #1 and #2. The reservoirs are the water source for Portland and the surrounding cities, and if the bridge is closed, it would maintenance and operations of the water system will be impeded.

The Bull Run Bridge is vital to the health, safety and welfare of residents of the upland area of Clackamas County and the Portland area. Replacement of the bridge is the only way to avoid closure of this important access route, possible within the next 5 to 10 years. We urge that the Bull Run Bridge replacement project be selected for funding through the US DOT RAISE Discretionary Grant program.

Thank you for your time and consideration of this project proposal.

Sincerely

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Tootie Smith, Chair  
On Behalf of the Clackamas County Board of Commissioners



**DAN JOHNSON**  
DIRECTOR

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

July 8, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between Clackamas County and  
the City of Happy Valley for  
Traffic Signal Maintenance and Transportation Engineering Services**

<b>Purpose/Outcomes</b>	Clackamas County Department of Transportation and Development (DTD) is seeking approval to replace existing maintenance agreement with City of Happy Valley with new updated traffic signal maintenance and transportation engineering services agreement to support City's traffic signals and intelligent transportation system infrastructure.
<b>Dollar Amount and Fiscal Impact</b>	Revenue – Varies between \$500 to \$3,000 annual reimbursements for staff time per traffic signal & roadway flashing beacons.
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite or upon 60 days' notice by either party
<b>Previous Board Action</b>	6/29/2021- Discussion item at issues 5/2/1990 – Traffic Signal Maintenance Agreement 6/16/1970 – Traffic Control Agreement
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	4/26/21, NB
<b>Procurement Review</b>	Was this project processed through Procurement? No, this is an IGA.
<b>Contact Person</b>	Joseph Marek, Traffic Safety Program Manager 503-742-4705

**BACKGROUND:**

The City of Happy Valley is requesting a formal agreement with Clackamas County to provide transportation engineering support services to manage City's traffic signals and Intelligent Transportation System (ITS). This agreement will formally allow County transportation engineering staff to work on traffic signal timing, design review, and construction review support for City's traffic signals, roadway flashing beacons, and ITS infrastructure. Also, this agreement will replace existing traffic signal maintenance agreements with the City by specifying end of agreement term date, clarifying City and County obligations, and identifying list of existing infrastructures (traffic signals and roadway flashing beacons) that County will be maintaining for

the City. Support provided by County transportation engineering and traffic signal maintenance staff will be reimbursed by the City for time and material costs.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with the City of Happy Valley for the maintenance of traffic signal related assets and transportation engineering services.

Respectfully submitted,

*Joseph Marek*

Joseph F. Marek  
Traffic Safety Program Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY  
AND THE CITY OF HAPPY VALLEY  
FOR TRAFFIC SIGNAL MAINTENANCE AND  
TRANSPORTATION ENGINEERING SERVICES**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("COUNTY"), a corporate body politic, and the City of Happy Valley ("CITY"), a municipal corporation, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the "Parties" and each a "Party."

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the City needs professional transportation engineering and signal maintenance staff to assist with design review, oversight, and maintenance of the City's new and existing traffic signal(s), intelligent transportation system ("ITS"), and roadway beacons; and

WHEREAS, the County has particular expertise in this area and is able and willing to provide traffic engineering review oversight support, signal timing, and perform signal maintenance for the City on the terms and conditions provided below; and

WHEREAS, this Agreement sets forth the responsibilities of the County for traffic signal maintenance on the City's signals, ITS devices, and roadway beacons at the locations listed in Attachment A; and

WHEREAS, this Agreement sets forth the responsibilities of the County to perform the work contemplated herein and the City to compensate the County for the work; and

WHEREAS, the City and County believe it is in the public interest to enter into this Agreement to set forth the circumstances under which the City may request the County to provide traffic engineering and traffic signal maintenance support on City roads and streets lying within the boundaries of the City; and

WHEREAS, the City would like to engage the County to perform the work associated with the Project and the County is willing to perform the work;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective on the last date signed by the Parties below and shall continue thereafter in perpetuity unless terminated earlier by either party consistent with Section 4.
2. **County Obligations.**
  - A. The County shall provide all necessary labor and equipment to perform traffic signal consulting, inspection, configuration, testing, routine and preventive maintenance and repairs on both a regular scheduled and an on-call basis on those facilities identified in Attachment A. Work shall be performed to International Municipal Signal Association (IMSA), Manual on Uniform Traffic Control Devices (MUTCD) with Oregon Supplement and Institute of Transportation Engineers (ITE) industry standards, as well as the State of Oregon guidelines and specifications.

- B. If spare materials and replacement parts are unavailable from City inventory, County shall provide spare materials and replacement parts as necessary to repair a signal that is deemed by the City to create a dangerous condition. Materials and parts supplied by County will be charged to City at current replacement costs with associated shipping and handling fees necessary to replace County inventory.
- C. The County shall assist City with developing a recommended inventory list of spare materials and replacement parts to store/maintain on a regular basis.
- D. The County shall provide engineering review and construction inspection services as requested by City's Public Works Director or designee for new equipment installations not yet identified in Attachment A. New equipment which the Parties agree should be subject to the terms of this Agreement may be added to Attachment A by written amendment to this Agreement, signed by the City's Public Works Director, and the County's Director of the Department of Transportation and Development.
- E. The County shall assign an Oregon State-licensed Professional Civil Engineer (with expertise in Traffic Signal Operation) to assist the City as requested with traffic signal design review, alterations or additions to the traffic signal system, intelligent transportation systems (ITS), roadway flashing beacons, signal timing, review of development proposals with traffic impacts, and other traffic engineering matters. The County's Oregon State-licensed Professional Civil Engineer shall work in close coordination with the City's Public Works Engineering staff for design review oversight on the City's traffic signal, ITS, and roadway beacon projects.
- F. The County shall utilize IMSA Certified Technicians/Electricians when performing traffic signal maintenance, repairs, inspection, configuration, setup, or testing of the City's signal system. Certification level shall be commensurate with the task performed in accordance with IMSA specifications. Technicians/Electricians should be certified in temporary traffic control per IMSA guidelines.
- G. The County shall provide regular scheduled annual testing and maintenance of traffic signal components required for a fully functional traffic signal system, which includes all items shown in Attachment B.
- H. The County shall provide short term temporary traffic control measures as required by the most current Oregon Temporary Traffic Control Handbook and/or state adopted Manual on Uniform Traffic Control Devices ("MUTCD") during routine maintenance activities.
- I. The County shall provide responsive 24-hour on-call service that includes weekends and holidays.
  - i. The County shall respond to any calls involving an emergency, defined below, within four (4) hours, and shall respond to routine calls within forty-eight (48) hours.  
Emergencies are:
    - 1. controller failures;
    - 2. dark signals;
      - a. In the event of a "dark signal," the County will verify with the Utility Service Provider (Happy Valley Utility) before responding to ensure the outage is not due to a power outage, and the County will only be obligated to respond if the issue is isolated to the traffic signal. It will be the responsibility of the technician/electrician on duty to evaluate conditions at the site and determine the action necessary, including temporary repairs or traffic control.

3. any red lamp outage;
  4. any intersection in a flashing mode;
  5. any turn lane with only one signal head having an outage (red, yellow, or green);
  6. any equipment involved in a crash; or
  7. any condition involving a signal that the City Public Works Director or City Engineer or their designee declares to be an "emergency" or otherwise requests immediate response (subject to County personnel availability) because the City deems a dangerous condition to exist.
- ii. Except for emergency work described in Section 2(I) and routine maintenance work described in Attachment B, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the Public Works Director for the City and the Director of the Department of Transportation and Development for the County, or their respective designees.
  - iii. The County shall not be liable for any claim or action arising out of, or based upon, damages or injuries to persons or property caused by signal issues for which no request for work was made by the City to the County pursuant to the terms of this Section 2.
  - iv. The County shall record all activities performed any time staff is responding to a service call at the site of traffic signal facilities. This can be done on a County-standard form, but should include at minimum:
    1. the time and date the call is received;
    2. the time staff arrives onsite;
    3. who placed the call;
    4. location and condition upon arrival;
    5. necessary equipment, labor and materials;
    6. specifics of repair;
    7. additional repairs still needed;
    8. time site was secured; and
    9. time leaving site.
- J. The County will provide to the City reports on all work performed at the traffic signal(s) as requested by the City. Annual reports shall contain completed maintenance checklists as provided in Attachment B, as well as copies of all work reports, tests, etc. for any activities performed onsite.
  - K. The County shall maintain an updated log book in each cabinet for traffic signals that details any and all maintenance or repairs performed.
  - L. The County shall provide annual reports that include all of the information in Section 2(J), or earlier upon request of the City.
  - M. The County shall submit a detailed monthly invoice to the City with work descriptions, labor costs, and material costs. The County shall invoice the City within sixty (60) days of performing City-authorized work at rates set forth in Attachment C.

- N. The County shall submit to City new rates for staff not less than 45 days before the rates set forth in Attachment C change.

**3. City Obligations.**

- A. The City shall compensate the County for the services provided based on the rates of staff in the County Department of Transportation and Development as shown in Attachment C, or as amended as provided herein. All undisputed payments shall be made within thirty (30) days after receipt of County's invoice sent per Section 2(M). City agrees to identify with reasonable detail any disputed fee(s), the reason for the dispute, and any additional information required to explain the basis for the dispute. The City and County shall then work together in good faith to resolve the dispute. If the parties cannot resolve the dispute within 90 days of City's identification of the disputed fee(s), either party may proceed using any available legal remedies.
- B. The City agrees to promptly contact the County any time signal issues are witnessed or reported to ensure timely repairs can be made.
- C. The City shall have the ultimate responsibility to approve the plans in writing for signal upgrading, phasing, timing, and coordination after recommendation by the County.
- D. The City grants County the right to enter into and occupy City rights-of-way for the purpose of performing routine maintenance and emergency repairs of the traffic signal equipment, ITS devices, and roadway beacons owned by the City.
- E. The City shall maintain responsibility for temporary traffic control from the time the signal issue is discovered until such time as the City deems the traffic control unnecessary or County staff arrive and provide traffic control per Section 2(H) or Section 2(I)(ii).
- F. The City's inventory of spare materials and replacement parts for common repairs shall be stored at City's Maintenance Center and shall be accessible to County technicians/electricians during weekday business hours with the assistance of City personnel.

**4. Termination.**

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. City may terminate this Agreement without cause upon:
  - i. Rate Increase: Within 30 days following County's notice of rate increase to City (rate increase shall not be effective until 45 days following notice to City); or
  - ii. For Convenience: Upon 60 days' notice.
- C. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon

as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- D. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. The County may terminate this Agreement upon 60 days' notice in the event the County is unable to provide staffing sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to provide services for performance of this Agreement.
- F. Nothing herein shall prevent the Parties from meeting to mutually discuss the Agreement. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- G. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## 5. Indemnification.

- A. Notwithstanding anything to the contrary in Section 2(I)(iii) and subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

## 6. Party Contacts

- A. [NAME] or his designee will act as liaison for the County for the Project.

### **Contact Information:**

Clackamas County- Department of Transportation and Development  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-XXX or [NAME]@clackamas.us

- B. Chris Randall or his/her designee will act as liaison for the City for the Project.

### **Contact Information:**

City of Happy Valley – Public Works Department  
16000 SE Misty Drive



Happy Valley, OR 97086  
(503) 783-3842 or [chrisr@happyvalleyor.gov](mailto:chrisr@happyvalleyor.gov)

- C. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

## 7. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of at least three (3) years; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** This Agreement 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.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties and any prior agreements between the Parties affecting the subject matter of this Agreement are hereby terminated. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

[Signatures on Following Page]

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**City of Happy Valley**

\_\_\_\_\_  
Chair, Board of County Commissioners

*[Signature]*  
\_\_\_\_\_  
Public Works Director/City Manager

\_\_\_\_\_  
Date

*6/9/2021*  
\_\_\_\_\_  
Date

Approved as to form:

[NAME], City Attorney

## Attachment A

### County Maintained Traffic Signal and Flasher Beacon Locations

The County agrees to provide preventive maintenance, on-call repair, locates, and traffic engineering consultation services for signal and flasher facilities at the following locations within the City's Jurisdiction:

#### TRAFFIC SIGNALS

All traffic signals, pedestrian signals, vehicle detection, ITS devices, and related facilities at the following locations:

TC ID No.	Device Type	Major Street	Minor Street

#### ROADWAY FLASHING BEACONS

Includes school zone flashers, intersection flashers, and Rectangular Rapid Flashing Beacons (RRFB) at the following locations:

TC ID No.	Device Type	Address/School	Major Street	Minor Street
05005(A)	School Zone Flasher	Happy Valley Middle/Elementary School	King Rd	East of SE Regina Ct
05005(B)	School Zone Flasher	Happy Valley Middle/Elementary School	King Rd	East of SE Rolling Meadows Dr
05658 (A)	School Zone Flasher	Spring Mountain Elementary School	SE 122/129 <sup>th</sup> Ave	Near Yoakum Ln
05658 (B)	School Zone Flasher	Spring Mountain Elementary School	SE 129 <sup>th</sup> Ave	North of Masa Ln

# Attachment B

## Maintenance Checklist



*Jackson County*

Transportation Maintenance Division

DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT

### Annual Cabinet Inspections

Traffic Signal #:  Date:

Location:   
 Owner:

Arrive:   
 Depart:

Controller Mfg:  Model:   
 CMU Mfg:  Model:  SN:   
 New CMU Mfg:  Model:  SN:   
 VAC:  VDC:  AMPS:

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Controller Timing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Timing Sheet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Cabinet Print	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Intersection As-Built	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Verify Inputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Verify Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Flasher Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Locks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Thermostat/Fan Test	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Change Air Filter(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Cleaned/Lubed Cabinet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Remove/Cleaned Graffiti	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Diode Matrix Sheet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:

Conflict Monitor Test   note: \_\_\_\_\_

Miscellaneous Details

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Electrician \_\_\_\_\_ Electrician \_\_\_\_\_



## Attachment C

### Schedule of Rates

#### Clackamas County Traffic Engineering & Traffic Signal Maintenance Labor Rates

Employee Class Description	Group	Labor Rate 20/21	Labor Rate 21/22
Engineering Supervisor	Engineering	\$180.26	\$184.66
Civil Engineer, Senior	Engineering	\$167.00	\$176.42
Civil Engineer	Engineering	\$140.46	\$145.17
Civil Engineer, Associate	Engineering	\$120.26	
Engineering Tech 3	Engineering	\$98.65	\$108.12
Engineering Tech 2	Engineering	\$77.69	\$97.33
Engineering Intern	Engineering	\$24.96	
Traffic Signal Electrician	Maintenance	\$123.18	\$133.59





**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 Kittelson and Associates, Inc., for the  
Arndt Road Extension Alternatives and Goal Exception Study Project**

<b>Purpose/Outcome</b>	Execution of Contract #3518 for engineering design services for the Arndt Road Extension Alternatives and Goal Exception Study Project.
<b>Dollar Amount and Fiscal Impact</b>	Total contract value at \$210,000.00 until June 30, 2022.
<b>Funding Source</b>	Project funded with Community Road Funds (Phase 1) and County Road Use Funds (Phase 2)
<b>Duration</b>	June 30, 2022
<b>Previous Board Action/Review</b>	6/29/21 Discussion item at issues.
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This project will help meet the goal to provide travelers safe roads that are in good condition.  2. How does this item align with the County's Performance Clackamas goals? This project aligns with the Performance Clackamas Goal that by 2026 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities.
<b>Counsel Review</b>	May 17, 2021
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Stephen Williams, Principal Planner, 503-742-4696
<b>Contract No.</b>	#3518

**Background:**

This study will prepare plans for two linked improvements on the Clackamas County road system between Canby and I-5: 1) Phase 1: Plans for improvements to the intersection of Barlow Road and OR99E, and also the intersection of Barlow Road and Knights Bridge Road/Arndt Road; 2) Phase 2: Plans for Arndt Road Phase 2 extension.

The development of plans for improvements to the two Barlow Road intersections was recommended by the Community Road Fund Advisory Committee and will be funded from the

Community Road Fund. The study of the Barlow Road intersections will identify issues that limit capacity and increase delay at the two intersections and will develop plans for addressing the existing issues and reducing delay at the intersections. The Arndt Road Phase 2 extension has been identified as a high priority by the Board of County Commissioners and City of Canby for several years. The goal of the Arndt Road extension is to improve the connection between the west central portions of Clackamas County including Canby and Mulino with I-5. The next step in the process as identified in the Clackamas County Long Range Planning Work Program includes project T2-Arndt Road Goal Exception. The intent of this project is to explore alignment options and undertake, as necessary, development of Statewide Planning Goal exceptions to support the crossing of the Molalla River in relation to the Board of County Commissioner's goal to improve access from I-5 to the City of Canby. In 2003, Clackamas County adopted an alignment for Phase II of the Arndt Road Extension and undertook a goal exception process that was needed for that alignment. Since that time, conditions have changed and the County is interested in identifying an alignment that serves future needs. A study for the Arndt Rd extension is needed that will provide a revised alignment, conceptual costs and traffic impacts. Clackamas County has identified three possible alternatives that it wishes to study. This project is intended to be an alternatives analysis for the Arndt Rd extension, as well as identifying needed changes to the Clackamas County Comprehensive Plan that would implement the selected alternative. If necessary, changes to the previous adopted Goal Exception will be identified and proposed.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on September 17, 2020. Proposals were opened on October 15, 2020. The County received two (2) Proposals: Kittelson and Associates, Inc., and Harper Houf Peterson Righellis Inc. An evaluation committee of four DTD personnel, two representatives of the City of Canby, and a representative of Oregon Department of Transportation reviewed and scored the two proposals. The committee scored Kittelson and Associates, Inc.'s as the highest ranking proposer and recommended a contract be awarded. Following award, the Project Manager entered into negotiations with Kittelson and Associates, Inc. and developed a final statement of work, along with final billing rates and contract value.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Contract with Kittelson and Associates, Inc., for the Arndt Road Extension Alternatives and Goal Exception Study Project.

Sincerely,

*Stephen Williams*

Stephen Williams  
Principal Planner

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



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #3518**

This Personal Services Contract (this "Contract") is entered into between **Kittelson and Associates, Inc.**, ("Contractor" or "Consultant"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Department of Transportation and Development.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**.
- 2. Scope of Work.** Contractor shall provide the following personal services: RFP# 2020-74 Arndt Road Extension Alternatives and Goal Exception Study ("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 Ten Thousand dollars (\$210,000.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall reference the above Contract Number and be submitted to: Stephen Williams.
- 5. Travel and Other Expense.** Authorized:    Yes        No  
If travel expense reimbursement is authorized  in this  Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

**7. Contractor and County Contacts.**

Contractor	County
Administrator: Marc Butorac Phone: 503-535-7419 Email: <a href="mailto:MBUTORAC@Kittelson.com">MBUTORAC@Kittelson.com</a>	Administrator: Steve Williams Phone: 971-280-2725 Email: <a href="mailto:SWilliams@clackamas.us">SWilliams@clackamas.us</a>

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 negligent conduct of Work, or from any negligent 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 to the extent caused by the negligent 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, except professional liability. 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. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract. Except for liability arising under or related to Article II, Section 13 or Section 20, neither party shall be liable for 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 at the same time and in the same locale. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 16, 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.

Kittelson and Associates, Inc.

Clackamas County

DocuSigned by:  
  
5/13/2021  
Authorized Signature Date

\_\_\_\_\_  
Chair Date


Marc Butorac Vice President  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

099459-81  
Oregon Business Registry #

Approved as to Form:

DBC/Oregon  
Entity Type / State of Formation

  
County Counsel Date  
5/18/21

## **EXHIBIT A STATEMENT OF WORK**

### **BACKGROUND**

The Arndt Road Phase 2 extension has been identified as a high priority by the Board of County Commissioners and City of Canby for several years. The goal of the Arndt Road extension is to improve the connection between the west central portions of Clackamas County including Canby and Mulino with I-5. The next step in the process as identified in the Clackamas County Long Range Planning Work Program includes project T2-Arndt Road Goal Exception. The intent of this project is to explore alignment options and undertake, as necessary, development of Statewide Planning Goal exceptions to support the crossing of the Molalla River in relation to the Board of County Commissioner's goal to provide access from I-5 to the city of Canby. Several positive outcomes have been identified that would result from this improvement:

- Improve the attractiveness of Canby as a business location by reducing the travel time between Canby and I-5.
- Reduce vehicular greenhouse gas generation.
- Improve the traffic operations of two intersection: 1) OR 99E/Barlow Road, and 2) Arndt Road/Barlow Road/Knight's Bridge Road. Improvements in the operation of these intersection will result in reduced congestion and traffic cueing on Barlow Road in the morning peak hour and Arndt Road in the afternoon peak hour.

In 2003, Clackamas County adopted an alignment for Phase II of the Arndt Road Extension and undertook a goal exception process that was needed for that alignment. Since that time, conditions have changed and the County is interested in identifying an alignment that serves future needs. A study for the Arndt Rd extension is needed that will provide potential future alignments, conceptual costs and traffic impacts. Clackamas County has identified three possible long-term extension alternatives that it wishes to study. This project is intended to identify short-term upgrades to the OR99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersections and provide long-term alternatives analysis for the Arndt Rd extension, as well as identifying needed changes to the Clackamas County Comprehensive Plan that would implement the selected alternative. The project shall include the following:

- Prepare a double-line pre-engineering alignment concept for the improvements to OR99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersections and single-line concepts for the long-term Arndt Road extension alternatives described below
- Analyze intersection operations at 3 intersections for each alternative
- Estimate benefits for each of the alternatives
- Identify critical issues for each alternative
- Analyze impact of tolling I-205 on the short-term OR99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersection concepts
- Estimate the conceptual costs for each alternative
- Identify any land use requirements, such as a goal exception, for each alternative
- Determine the alternatives that merit further study

The most used route between Arndt Rd and OR 99E in Canby extends from the west end point at the intersection of Arndt Rd/Barlow Rd/Knight's Bridge Rd to the east end point at the

intersection of OR 99E and Berg Parkway in Canby. This route follows Barlow Road 3,600 feet south from the intersection of Arndt Rd/Barlow Rd/Knights Bridge Road across the UPRR railroad to the intersection of OR 99E and Barlow Road, then proceeds east (north) on OR 99E 5,500 feet to the intersection of OR 99E and Berg Parkway. Three issues have been identified with this current route that have led to the desire to seek alternatives:

- 1) This route requires travel of 9,100 feet to connect two points that are only 4,900 feet apart in a straight line,
- 2) It crosses the UPRR railroad at grade causing delay whenever trains pass, and
- 3) The intersections at Arndt Rd/Barlow Rd/Knight's Bridge Rd and also at OR 99E/Barlow Rd do not have sufficient capacity to serve current traffic volumes between Canby and I-5. This results in lengthy traffic backups on Barlow Road in the morning peak hour and on Arndt Road in the evening peak hour.

**Alternatives under Consideration:**

Three alternative approaches to improving the connection between Canby and I-5 will be studied under short- and long-term implementation phases:

**Short-Term – Arndt Road/Barlow Road Improvements** are intended to determine if improvements at the intersections of Arndt Rd/Barlow Rd/Knight's Bridge Rd and OR 99E/Barlow Rd could provide sufficient reduction in delay between Canby and I-5. This phase will also evaluate whether the proposed improvement necessitates a Goal Exception.

**Long-Term – Arndt Road Extension Alternative Concepts**– Long-term extension solutions will assess three concepts to extend Arndt Road from the Arndt Rd/Barlow Rd/Knights Bridge Rd intersection to either OR 99E/Berg Parkway intersection or to a new intersection approximately 1000' west of Berg Parkway, closing the Barlow Road railroad crossing.

Contractor will provide the following personal services to support the above-described project:

**Task #0A: Project Management**

Contractor shall oversee and effectively manage project products, schedule, and budget and establish lines of communication between the County staff, Project Partners, and Contractor. To facilitate the process, the County Project Manager and Contractor Project Manager, with the help of the Project Management Team (PMT), will manage and coordinate the project. The PMT will consist of the County Project Manager, the project partner lead staff (City of Barlow, City of Canby, ODOT), the Contractor Project Manager, County community relations staff, and others identified as necessary. The PMT will be assisted by a Technical Advisory Committee (TAC) made up of technical staff from the County, partner agencies, DLCD staff, ODOT Rail Division, and others identified as necessary.

**Task #0A: Contractor Deliverables**

**0A.1 Prepare Draft and Final Memorandum #1 – Project Plan**

- At the outset of the project, the Contractor Team will prepare a detailed project plan. The plan will include a detailed schedule for all Tasks, including projected delivery dates for all products, as well as anticipated dates for public involvement activities and meeting of all related committees (Project Management Team – PMT and Technical Advisory Committee – TAC).

**0A.2 Kick-Off Meeting: Conduct project kick-off meeting/storyboard session with PMT**

- This session will storyboard the project from start to finish with the PMT to ensure the process,

products, timelines, meetings, and public engagement are appropriately synchronized to provide the right information at the right time to facilitate timely decisions

**0A.3 Provide Project Management (12 months)**

- Throughout the project, the Contractor Project Manager (PM), with the help of the PMT, will manage and coordinate the project.

**0A.4 Submit monthly progress reports/budget reports (12)**

- Throughout the course of the project, the designated Contractor Project Manager will be responsible for monthly submittal of progress reports, invoices and all related supporting data for the lead Contractor and all subs.

**0A.5 Prepare for and conduct virtual PMT meetings (up to 3 meetings)**

- Contractor shall schedule and lead the PMT Meetings / Conference Calls. The PMT will meet via conference call on an as-needed basis up to 3 times throughout the Project. PMT Meetings / Conference Calls are anticipated to last an average of two hours. Contractor shall provide summaries of the meetings.

**0A.6 Prepare for and conduct virtual combined PMT/TAC meetings (up to 2 meetings)**

- Contractor shall schedule and lead combined PMT/TAC meetings. The PMT will meet via conference call on an as-needed basis up to 2 times throughout the Project. PMT/TAC meetings are anticipated to last an average of two hours. Contractor shall provide summaries of the meetings.

**0A.7 Conduct conference calls between County PM and Contractor PM/Contractor members (up to 6 conference calls)**

- Contractor shall schedule PM conference calls. The County PM and Contractor PM/Contractor members will meet via conference call on an as-needed basis up to 6 times throughout the Project. PM conference calls are anticipated to last an average of one hour. Contractor shall provide summaries of the meetings.

**Task #0B: Public Involvement**

Contractor shall develop and implement a streamlined online public involvement program with the PMT and County community relations staff. The public involvement program will be designed to inform, solicit comments, and build consensus to ensure the preferred alternative meets Clackamas County's objectives and is supported by the project partners, stakeholders, and the local community.

The Contractor will lead the public involvement program under the direction of the County Project Manager and DTD Community Relations Specialist, and the PMT. It is assumed that the County Community Relations Specialist will serve as a first point of contact for the public and news media throughout the study.

Due to the ongoing COVID-19 pandemic, Contractor shall utilize the latest virtual tools to reach a broad, diverse audience cost-effectively, conveniently, and safely.

**Task #0B: Contractor Deliverables**

**0B.1 Develop Draft and Final Memorandum #2 - Public Involvement Plan (PIP)**

- Contractor shall prepare draft and final Public Involvement Plan that outlines efforts and methods to share information and gain input throughout the Project from a wide range of interested County and City residents and community representatives. County and Project Partners shall review and provide written comments on draft and final Public Involvement Plan.

**0B.2 Develop and maintain project email List (12 months)**

- Contractor shall maintain a project email list for interested stakeholders and community members. The project email list will be used to provide information and updates on the project,

such as notification of virtual open houses.

### **0B.3 Develop and provide a linked website with interactive commenting map**

- Contractor shall provide a layout of the Project Web Page, as agreed to by the County. County will develop a Project Web Page, for the purpose of posting Project materials and Contractor updates. Contractor shall develop initial materials including a Project overview, Refined Project Schedule, and County contact information. Contractor shall also provide a weblink to an on-line commenting map the County may include on the Project Web Page throughout the duration of the Project for the public to make geographically located comments about existing considerations or desired improvements. County shall manage the Project Web Page and add all necessary materials as they are made available, including dates and links to virtual open house(s).

### **0B.4 Develop a virtual open house.**

- Contractor shall conduct a virtual open house (VOH) at the end of Task 2A – Arndt Road/Barlow Road/Knight Bridge Road Alternatives to facilitate feedback on existing conditions and projected traffic, and presentation of the preferred alternatives. The VOH links will be available over a 2- to 3-week span. A live presentation (optional) will be recorded and added to the VOH site for future viewing. To provide a vivid before and after comparison of alternative alignments and intersection forms, Contractor will utilize the Slider application to allow users to transition back and forth to understand the extent of proposed improvements. The VOH can be viewed at any time and will provide access to graphical materials, final reports, and interactive tools for providing input and feedback. Contractor shall invite via email up to 20 community-based organizations for the virtual open house.

### **0B.5 Prepare Draft and Final Memorandum #3 – Public Involvement Summary**

The Contractor will prepare a draft and final summary of the public involvement process that will be included in the final report as Appendix A. County shall review and provide written comments on draft and final Public Involvement Summary.

## **Task #1: Traffic Analysis**

This task will analyze the existing and future (year 2040) transportation system in the project study area.

### **Task #1: Contractor Deliverables**

#### **1.1 Collect turning movements**

- Contractor shall collect morning and evening peak hour turning movements at the following intersections (see Exhibit A):
  - Arndt Road/Barlow Road/Knight’s Bridge Road
  - OR 99E/Barlow Road
  - OR 99E/SW Berg Parkway
  - NW 3rd Ave/N Cedar St
- Contractor shall obtain available historic counts, as available from the last three-year period to confirm and/or make adjustments due to the ongoing pandemic.

#### **1.2 Existing conditions operations analysis**

Contractor shall conduct intersection operations analysis for morning and evening peak hour for all intersections identified above using the most recent version of Highway Capacity Manual software.

#### **1.3 Proposed alternatives operations analysis**

- Contractor shall estimate turning movements for all the identified intersections resulting from the proposed alternatives. Conduct intersection operations analysis for morning and evening peak hours identified intersections using the estimated turning movements for each of the proposed

alternatives.

#### **1.4 Train event impacts**

- Contractor shall consider the impacts of train events on traffic operations and provide discussion of travel pattern impacts at a qualitative, planning level. No operations analysis is proposed for train event conditions.

#### **1.5 I-205 tolling impacts**

- Contractor shall use the regional travel demand model to analyze the impact of tolling I-205 on the short-term Arndt Road/Barlow Road Improvements alternative to identify the overall changes in traffic patterns in the Canby area with and without tolling of I-205. Travel demand modeling will be completed by Metro staff using County's travel demand support account funding.

#### **1.6 Future conditions operations analysis**

- Contractor shall prepare a 20-year forecast (Year 2040) of traffic within the study area based on existing traffic levels and anticipated rate of traffic growth in the area, both with and without increases in traffic due to I-205 tolling. The Contractor shall assess forecasted turning movements and intersection operations for the morning and evening peak hours at the above intersections, both with and without increases in traffic due to I-205 tolling.

#### **1.7 Draft and Final Working Paper #1**

- Contractor shall prepare Draft Working Paper #1 – Traffic Operations Analysis – Documenting the Task 1 efforts. The document will be up to 10 pages and primarily consist of tables and figures. The County PM, PMT, and TAC shall review and provide non-conflicting written comments on draft Working Paper #1. Final Working Paper #1 will be incorporated as part of Task 4.1.

#### **Task #2A: Short-Term – Arndt Road/Barlow Road Alternative Analysis**

Contractor will conduct an alternatives analysis to identify a preferred alternative and associated permitting and goal exception requirements. Develop draft and revised double-line concept designs for up to two alternatives that provide improvements to the existing OR 99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road intersections, and no roadway extensions.

#### **Task #2A: Contractor Deliverables**

##### **2A.1 Develop draft and revised double-line concept**

- Develop up to three draft and revised double-line concept designs for OR 99E/Barlow Road and Arndt Road/Barlow Road/Knights Bridge Road to reduce delay during both the morning and afternoon peak hours.

##### **2A.2 Prepare alternative conceptual cost estimates**

- The Contractor will develop planning level cost estimates for each proposed alternative, using unit costs developed in collaboration with the County and documented in a memorandum.

##### **2A.3 Identify all federal, state and local regulatory requirements**

- Contractor shall identify all federal, state and local regulatory requirements for the alternatives and estimate time and cost necessary to meet each permitting requirement. Anticipated triggers include water or fill work in jurisdictional wetlands subject to NEPA, FHWA funding triggering the entire project being subject to NEPA, or a USACE permit for a new bridge. NEPA triggers would result in compliance with ESA and SHPO, potential noise mitigation, and/or EJ analysis.

##### **2A.4 Draft and Final Working Paper #2A – Arndt Road/Barlow Road Alternatives Analysis**

- Contractor shall prepare Draft Working Paper #2A – Arndt Road/Barlow Road Alternatives Analysis – Documenting the Task #2A efforts. The document will be up to 10 pages and primarily consist of tables and figures. The County PM, PMT, and TAC shall review and provide non-conflicting written comments on draft Working Paper #2A. Final Working Paper #2A will be

incorporated as part of Task 4.1.

### **Task #2B: Long-Term - Arndt Road Extension Alternative Concepts**

Contractor will identify potential long-term extension alternative concepts, magnitude of costs, and associated permitting and goal exception requirements.

#### **Task #2B: Contractor Deliverables**

##### **2B.1 Develop draft and revised single-line concept for Arndt Road Extension Alternatives**

- Develop draft and revised single-line concept designs for up to three extension concepts:
- Develop up to two conceptual design for an extension of Arndt Road from the intersection of Arndt Road/Barlow Road/Knight's Bridge Road to the intersection of OR 99E/Berg Parkway. Develop a conceptual design for the intersection of OR 99E/Berg Parkway that will provide an acceptable level of service at that intersection with the addition of the Arndt Rd extension.
- Develop a conceptual design for an extension of Arndt Road to a new intersection approximately 1000' west of OR 99E/Berg Parkway. This alternative would result in a closure of the Barlow Road railroad crossing in order to establish a new railroad crossing at the new alignment.
- Contractor shall provide a single-line high level conceptual design for each bridge crossing, including single-line vertical profile and horizontal alignment to assess feasibility of construction with particular attention to water crossing and railroad clearances, based on a visual inspection during a site visit and available topography data from the County. No engineering calculations will be done on the bridge elements. Sizing will be based on standard design guidelines for typical beam-slab type bridges. Concepts will be for a common beam-slab type bridge structure and MSE walls as needed at ends of bridges.

##### **2B.2 Prepare alternative magnitude of cost opinions**

- The Contractor will develop magnitude of cost opinions for each proposed alternative concept, using unit costs developed in collaboration with the County and documented in a memorandum.
- The Contractor will provide magnitude of cost opinions for the bridge alternatives based on historical ODOT cost per square foot data.

##### **2B.3 Identify all federal, state and local regulatory requirements**

- Contractor shall identify all federal, state and local regulatory requirements for each proposed concept and estimate time and cost necessary to meet each permitting requirement. Anticipated triggers include water or fill work in jurisdictional wetlands subject to NEPA, FHWA funding triggering the entire project being subject to NEPA, or a USACE permit for a new bridge. NEPA triggers would result in compliance with ESA and SHPO, potential noise mitigation, and/or EJ analysis.

##### **2B.4 Identify Statewide Land Use goal exception requirements**

- Contractor shall identify Statewide Land Use goal exception requirements needed for each concept.

##### **2B.5 Draft and Final Working Paper #2 – Arndt Road Extension Alternative Concepts Analysis**

- Contractor shall prepare Draft Working Paper #2 – Arndt Road Extension Alternative Concepts Analysis – Documenting the Task #2 efforts. The document will be up to 10 pages and primarily consist of tables and figures. The County PM, PMT, and TAC shall review and provide non-conflicting written comments on draft Working Paper #2B. Final Working Paper #2B will be incorporated as part of Task 4.1.

### **Tasks #3: Reports and Presentations**

### **3.1 Prepare Draft and Final Summary Report**

- Contractor shall prepare Draft and Revised Summary Report – Develop a summary report of study findings including all traffic analysis and alternatives analysis for the short- and long-term alternatives and all identified intersections. County and partners shall review and provide written non-conflicting comments on draft Summary Report. Consultant shall finalize the summary report and provide all data, analysis and written reports in electronic formats to Clackamas County and partners. Contractor shall provide up to 6 hard copies of the final report.

### **3.2 Commissioner and Council Presentations (3)**

- Contractor shall present the study findings to the Clackamas County Board of County Commissioners, the Canby City Council, and the Barlow City Council. Up to 2 contractor staff will attend each presentation. All presentations are assumed to be virtual.



## FEE SCHEDULE

<b>Task 000-A Project Management</b>	Hours	Cost
0A.1 Prepare Draft and Final Memorandum #1 – Project Plan	19	\$2,629
0A.2 Kick-off meeting/storyboard session	28	\$4,134
0A.3 Project management (12 months)	36	\$8,334
0A.4 Monthly progress reports/budget reports	50	\$8,312
0A.5 Virtual PMT meetings (up to 3 meetings)	54	\$9,164
0A.6 Virtual combined PMT/TAC meetings (up to 2 meetings)	32	\$5,601
0A.7 Conduct County and Contractor PM conference calls (up to 6 conference calls)	36	\$5,758
Reimbursable Expense		\$0
Task #000-A – Subtotal	255	\$43,931
<b>Task 000-B Public Involvement</b>		
0B.1 Draft and Final Memorandum #2 – Public Involvement Plan	16	\$2,230
0B.1 Project Email List (12 months)	19	\$2,276
0B.1 Interactive Comment Map	38	\$5,496
0B.1 Virtual Open Houses and Outreach Support	74	\$10,790
0B.1 Prepare Draft and Final Memorandum #3 – Public Involvement Summary	25	\$3,512
Reimbursable Expense		
Task #000-B – Subtotal		\$24,304
<b>Task 001 Traffic Analysis</b>		
1.1 Collect turning movements	9	\$1,204
1.2 Existing conditions operations analysis	54	\$7,170
1.3 Proposed alternatives operations analysis	74	\$10,144
1.4 Train event impacts	14	\$1,895
1.5 I-205 tolling impacts	46	\$6,092
1.6 Future conditions operations analysis	65	\$8,058
1.7 Draft and Final Working Paper #1	21	\$2,842
Reimbursable Expense		\$1,600
Task #001 – Subtotal	283	\$39,005
<b>Task 002A Short-Term Barlow Alternatives</b>		
2A.1 Develop draft and revised double-line concepts	118	\$16,667
2A.2 Prepare conceptual cost estimates	60	\$9,218
2A.3 Identify all federal, state and local regulatory requirements	16	\$2,562
2A.4 Draft and Final Working Paper #2A – Alternatives Analysis	35	\$5,025
Reimbursable Expense		\$0
Task #002A – Subtotal	229	\$33,472
<b>Task 002B Long Term – Arndt Extension Alternatives</b>		
2B.1 Develop draft and revised single-line concepts	141	\$23,719
2B.2 Prepare magnitude of cost opinions	56	\$9,114
2B.3 Identify all federal, state and local regulatory requirements	30	\$4,613
2B.4 Identify Statewide Land Use goal exception requirements	18	\$2,606
2B.5 Draft and Final Working Paper #2B – Alternatives Analysis	47	\$7,316
Task #002B – Subtotal	292	\$47,367
<b>Task 003 Reports and Presentations</b>		
3.1 Prepare Draft and Revised Summary Report	102	\$15,461
3.2 Commissioner and Council Presentations (3)	36	\$6,106
Task #003 – Subtotal	138	\$22,332
<b>Total Project Budget</b>		<b>\$210,000</b>

### Kittelson Billing Rates

Budget in Current Year (CY)	5%			
% of budget in CY+1	90%			
% of budget in CY+2	5%		3.50%	Annual Escalation Rate
% of budget in CY+3	0%		203.35%	Overhead Rate
Weighted Escalation Factor	1.04		10.00%	Profit Rate

INITIALS	EMPLOYEE	HOURLY PAY	Overhead	Profit	Annualised Hourly Pay	FCCM	ADJUSTED Bill Rate
MAB	Butorac, Marc	\$81.72	\$172.00	\$26.17	\$84.59	\$0.37	<b>\$283.13</b>
KZP	Purser, Krista	\$37.00	\$77.88	\$11.85	\$38.30	\$0.17	<b>\$128.19</b>
MRL	Ruiz-Leon, Michael	\$29.43	\$61.94	\$9.43	\$30.46	\$0.13	<b>\$101.97</b>
CEC	Cox, Caleb	\$35.34	\$74.38	\$11.32	\$36.58	\$0.16	<b>\$122.44</b>
SJR	Rhyne, Steven	\$48.36	\$101.79	\$15.49	\$50.06	\$0.22	<b>\$167.55</b>
KET	Taylor, Katie	\$46.11	\$97.05	\$14.77	\$47.73	\$0.21	<b>\$159.76</b>
WES	Scarborough, Wade	\$63.90	\$134.50	\$20.46	\$66.14	\$0.29	<b>\$221.39</b>

Project Budget Form - Reimbursables

Project Name: Arndt Road Extension Alternatives & Goal Exception Study  
 Project Manager: Marc Butorac  
 Project Number: 257100,000

Reimbursables Multiplier: 1.00

**TOTAL REIMBURSABLES \$1,900**

Task-Sub Task

<b>000-A Project Management</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					<b>\$0</b>

<b>000-B Public Involvement</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					<b>\$0</b>

<b>001 Traffic Analysis</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Traffic counts	8		\$200.00	intersection	\$1,600
					\$0
					<b>\$1,600</b>

<b>002-A Short-Term - Barlow Alternatives</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					<b>\$0</b>

<b>0 0</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
					\$0
					<b>\$0</b>

<b>003 Reports and Presentations</b>					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Reports	6		\$50.00	lump sum	\$300
					\$0
					<b>\$300</b>