



**DAN JOHNSON**  
DIRECTOR

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

April 20, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a contract with Consor North America, Inc., for the Johnson Creek Blvd (79<sup>th</sup> to ECM) Improvements Project. Total contract value is \$453,006. Funding is through County Road Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	04/18/23: Discussion item at issues		
<b>Performance Clackamas</b>	The project will build a strong infrastructure.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Jon Hangartner	<b>Contact Phone</b>	503-742-4649

**EXECUTIVE SUMMARY:** The County is utilizing County Road funds to implement roadway improvements between 79th Place and the end of county maintained portion of road at the Clackamas/Multnomah County line (End of County Maintenance or ECM). These improvements will provide improved accessibility for pedestrians and will preserve the roadway through pavement rehabilitation.

The project will require public right-of-way acquisitions along Johnson Creek Blvd for ADA curb ramp retrofits or replacements to be in compliance with ADA standards. Signalized corners will be modified to meet ADA requirements for pedestrian push button reach, height and level landing. The roadway pavement will be resurfaced in order to provide a safer roadway and also preserve the pavement's structure. Bell Ave between Johnson Creek Blvd and Alberta Ave will also be resurfaced for improved safety and roadway preservation.

This consultant contract will provide project management, survey, utility coordination, geotechnical, and the development of both preliminary design criteria and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance for the project.

The project's total estimated cost is \$6,173,750, which will be paid by County Road Fund. No County General Funds are being used for this project. The design of the project is anticipated to be completed by June 30, 2025.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS and LCRB Rules on September 13, 2022, Through RFP 2022-87. Proposals were publicly opened on October 12, 2022. The County received three (3) Proposals in response to the RFP Harper Houf Peterson Righellis Inc., 3J Consulting, and Consor North America, Inc. After review of the Proposals, contracting with Consor North America, Inc. was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2022-87.

**RECOMMENDATION:** Staff respectfully recommends that the Board approve and sign this Personal Services contract with Consor North America, Inc. for the Johnson Creek Blvd (79th to ECM) Improvements Project.

Respectfully Submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation and Development



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #7820**

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

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025.**
- 2. Scope of Work.** Contractor shall provide the following personal services: engineering necessary to design Johnson Creek Blvd Improvement Project (“Work”), further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Four Hundred Fifty-Three Thousand Six dollars (\$453,006.00)**, 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: [JHangartner@clackamas.us](mailto:JHangartner@clackamas.us)

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

**7. Contractor and County Contacts.**

Contractor Administrator: Nick McMurtrey Phone: 503-225-9010 Email: <a href="mailto:nicholas.mcmurtrey@consoreng.com">nicholas.mcmurtrey@consoreng.com</a>	County Administrator: Jonathan Hangartner Phone: 503-742-4649 Email: <a href="mailto:JHangartner@clackamas.us">JHangartner@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## **ARTICLE II.**

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

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

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

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent

to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 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.

**Consor North America, Inc.**

Clackamas County

 4/7/2023  
Authorized Signature Date

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

Nicholas McMurtrey / Principal Engineer  
Name / Title (Printed)

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

146807-14  
Oregon Business Registry #

APPROVED AS TO FORM

DBC/Oregon  
Entity Type / State of Formation

 04/10/2023  
County Counsel Date

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

**3.1. INTRODUCTION**

Clackamas County Department of Transportation and Development (“DTD”), hereafter referenced as “County”, is seeking the services of a qualified consultant to provide project management, survey, and permitting services, utility coordination, geotechnical, public outreach, and the development of both preliminary design criteria and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance for the “Johnson Creek Blvd (79<sup>th</sup> Pl to ECM) Improvements Project”.

**BACKGROUND**

Johnson Creek Blvd is an Arterial with heavy volumes of vehicle traffic. Many of the curb ramps between 79<sup>th</sup> Pl and end of county maintained portion of road (ECM) are non-compliant with ADA standards. These ramps need to be retrofitted or replaced to be in compliance with ADA standards. The signalized corners need to be modified to meet ADA requirements for pedestrian push button reach, height and level landing.

The roadway pavement along Johnson Creek Blvd between 79<sup>th</sup> Pl and ECM is in need of resurfacing in order to provide a safer and more comfortable facility and also preserve the roadway structure. Bell Ave between Johnson Creek Blvd and Alberta Ave also needs to be resurfaced for improved safety, comfort, and roadway preservation. End of county maintained portion of road is defined by the apparent intersection of the northern property lines of tax lot 12E30BA01000 and tax lot 12E30BB00100. The work limits are illustrated in ‘Attachment A’.

**PROJECT UNDERSTANDING**

This project will design and identify public right-of-way acquisition along Johnson Creek Blvd from 79<sup>th</sup> Pl to ECM for resurfacing the roadway and retrofitting or replacing curb ramps to be in compliance with ADA standards and for resurfacing. The signalized corners will be modified to meet ADA requirements for pedestrian push button reach, height and level landing. The roadway pavement along Johnson Creek Blvd between 79<sup>th</sup> Pl and ECM will be resurfaced in order to provide a safer and more comfortable facility and also preserve the roadway structure. Bell Ave between Johnson Creek Blvd and Alberta Ave will also be resurfaced for improved safety, comfort, and roadway preservation.

**Lane Configuration and Geometry:**

Johnson Creek Blvd from 79<sup>th</sup> Pl to ECM: Lane configuration and geometry to remain unchanged.

**Enhanced Pedestrian Crossings:**

Provide analysis, recommendations and design for up to two new enhanced pedestrian crossings and retrofit or reconstruction of two existing enhanced pedestrian crossings (total of four crossings). Enhanced pedestrian crossings may include but are not limited to the following: marked crossing, Rectangular Rapid Flashing Beacon (RRFB), accessible route island, and street lighting.

**Stormwater Management:**

Since the proposed project will not disturb the road subgrade, this project is considered maintenance work and does not require stormwater management. Minor modifications to existing stormwater structures and pipes will be determined during design.

**Lighting:**

Add street lighting at enhanced pedestrian crossings. Consultant will identify existing illumination in conflict with proposed improvements and notify PGE to relocate. Assume plans will be developed in accordance with PGE Option ‘A’ requirements.

**Push Button Modification:**

Pedestrian signal pedestal or push button posts as appropriate for existing signalized intersections at:

- Precision Cast Parts (two crossing locations)
- SE Linwood Avenue / SE Flavel Drive :

The County is completing a separate project including signal modifications for the south half of the intersection of SE Linwood Avenue and SE Flavel Drive with Johnson Creek Blvd. Signal modifications are needed for the north half of this intersection to incorporate improvements with the separate project improvements.

- SE Bell Avenue

**Franchise Utilities:**

Identify existing franchise utilities in conflict with proposed improvements and notify providers to relocate. Franchise providers will undertake their own relocation designs, including pothole excavations.

**Natural Resources:**

There are no environmental impacts anticipated for this project.

**Landscaping:**

Bark mulch or grass seed shall be shown to match existing landscaping beyond improvements.

**Public Involvement and Outreach:**

County will coordinate and perform all public involvement. County will utilize exhibits and graphics for public outreach that are developed during other design effort tasks.

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

Assumed 20 files for ROW and easement acquisitions shall require legal descriptions and impact maps. The ROW files are identified in ‘Attachment A’. County staff will administrate and perform ADJC’s, appraisals and appraisal reviews, and acquisitions.

**SPECIFIC SCOPE OF SERVICES**

**3.2. SUMMARY OF WORK**

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

- Task 1.0 Project Management and Project Coordination
- Task 2.0 Survey, Field Investigations and Mapping
- Task 3.0 Utility Coordination
- Task 4.0 Pavement Design Services
- Task 5.0 Preliminary Design (30%)
- Task 6.0 Final Design Plans, Specifications, and Estimate (PS&E)
- Task 7.0 Right-of-Way (ROW) Services
- Task 8.0 Bid and Award Assistance

The duration of the design of this project is assumed to be from May 2023 through December 2024 for the completion of design and right-of-way tasks. Bidding will occur in January 2025, using one bid package to capture work occurring through one work season. This scope of services does not include construction engineering or construction support but may be added at the discretion of the County towards the end of the design phase through a contract amendment.

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## **Task 1.0 Project Management and Project Coordination**

### ***1.1 Project Management***

Consultant shall:

- Document action items from meetings, comments, and responses in a master comment/response log.
- Document risks, opportunities, and task decisions in individual deliverables such as meeting minutes and memoranda included within each task.
- Prepare monthly invoices and progress reports. Consultant assumes a 22-month timeframe for the project to be designed and bid for construction.

### ***1.2 Project Coordination***

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the County. The Consultant Project Manager shall direct all meetings and provide direction to the rest of the team as the project progresses. These meetings shall have a specific agenda with a predefined objective and outcome to address and resolve project issues as they are encountered. Agendas shall be distributed a minimum of 3 days in advance of the meeting.

- It is assumed virtual coordination meetings shall be held during the design phase of the project (22-month time frame for a total of up to 4 meetings). Up to 3 consultant personnel are expected to attend each meeting. Consultant shall prepare agenda in advance of deliverable review and other meetings as needed and provide minutes after each meeting including action items. Up for 3 hours is budgeted for consultant personnel for each meeting attendance, including preparation of agenda, exhibits and notes.
- A total of up to 3 virtual check-in meetings with the Project Team. Up to 2 consultant personnel are expected to attend each meeting. Up for 2 hours is budgeted for consultant personnel for each meeting attendance, including preparation of agenda, exhibits and notes.
- A total of up to 22 monthly telephone check-in meetings with the Consultant PM (1/2 hour each).

- Consultant shall prepare a project schedule at the on-set of design. Consultant shall provide an updated project schedule, as needed, with all major deliverables (30%, 60%, 90%, and 100%).

***Task 1.0 Deliverables:***

- *Monthly Invoices and Progress Reports*
- *Project Schedule with Periodic Updates*
- *Meeting Agendas and Minutes for Coordination Meetings*

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

**2.1 Topographic Survey**

Consultant shall complete a topographic survey in English units (International feet) for the project area.

- Notify property owners of survey entry in accordance with Oregon Revised Statutes.
- For pavement rehabilitation areas, Consultant will fly a drone over the project area to collect high resolution aerial imagery, and trace features from the imagery. Incorporate County provided AutoCAD property information (on state plane coordinates) into basemap drawings. ‘Features’ will include:
  - Edge of pavement (line)
  - Pavement striping (line)
  - Gutter lines along curbs and face of gutter pans if present (line)
  - Driveway entrances locations and approximate extent of driveway aprons (line)
  - Mailboxes adjacent to edge of pavement or curb
  - Street signs adjacent to edge of pavement or curb
  - All in-pavement features including surface utility structures (points)
- For ADA curb ramp areas, Consultant will collect existing above ground features using conventional total station measurements and terrestrial scanning (i.e. edge of pavement, curbs, sidewalks, buildings, significant landscaping, trees, utilities, groundwater monitoring wells, drainage facilities, etc.) as well as elevations with one-foot contour intervals. The typical limits of survey for each ADA ramp corner include grid shots every 5 feet within 20 feet from the corner, in each direction. Beyond 20 feet from the corner, survey grid shots are collected every 10 feet for an additional 30 feet. The below ground utilities will initially be located from one-call locate paint marks and existing as-built maps. Subsequent utility survey will follow preliminary ADA ramp design (see ‘Assumptions’).
- Photos of site conditions shall also be taken. Provide 1 to 3 photos per frontage.
- The Horizontal Datum to be NAD 83(2011) epoch 2010.00 PDX Zone, utilizing the Oregon Real Time Network. The Horizontal Network shall be resolved using differential Real Time Kinematic (RTK) GPS observations along with terrestrial ground measurements. The Vertical Datum shall be NAVD 88.

The project limits are shown in Attachment ‘A’, and shall include:

- Johnson Creek Blvd from centerline of 79<sup>th</sup> Pl to the ECM: For curb ramp design and pavement design; only ‘Features’ within the area required to design curb ramps, associated ROW acquisition areas, and pavement surfacing limits shall be tied. This shall include, at a minimum, a 20-ft width along both sides of the existing curb return. The crown of Johnson Creek Blvd and the crown of the intersecting side street shall be tied.
- Bell Ave from centerline of Johnson Creek Blvd to centerline of Alberta Ave.: For pavement design, only ‘Features’ within the existing ROW shall be tied.

The field topographic data shall be incorporated into a topographic survey base map and digital terrain model utilizing AutoCAD Civil 3D 2019 or newer.

Consultant will phase survey work, so that initial data collection is sufficient to resolve the Johnson Creek Blvd centerline and right-of-way line locations, and support conceptual pavement rehabilitation design and ADA ramp grading design using the CAD basemap. The conceptual design will be used to identify areas of detailed survey needed to support the ADA ramp grading design which will be collected during a second survey mobilization. If stormwater and utility structures are identified in conflict with the ADA ramp designs, then a second survey mobilization will advance to collect structure information in conflict to support utility relocation design, including traffic control, manhole ties and dips.

Consultant will complete field basemap review to confirm topographic data collection. Consultant will update the basemap to address field review findings.

***Assumptions:***

- Up to six (6) ADA ramps will generate utility relocations for storm/sewer structures and will require manhole dips during second survey mobilization. Consultant will provide field crew and traffic control to collect the associated utility information for one (1) day of field work associated with these ADA ramps.

**2.2 Horiz. Control, Monument Recovery, & Pre-Construction ROS**

Consultant shall:

Retrace all existing ROW along Johnson Creek Blvd within the project corridor, from the eastern limits at the ECM, to the western limits at SE 79th Place. Notify County if any previous railroad property rights encumber parcels. Consultant shall search survey records on file with Clackamas County, to reestablish existing centerlines of each ROW.

Research deeds and Record Surveys, including but not limited to property surveys, county road surveys, original county road resolutions, public land corner surveys, and Donation Land Claim (DLC) surveys.

Keep copies of the research data collected, including but not limited to surveys, deeds, assessors' maps, county road maps, government corner surveys, and horizontal and vertical control data sheets Consultant's Project file. Consultant shall provide project-related data and records to the County at the end of the project.

Survey found property corners, property line fences and the existing edges of pavement to establish existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for ROW descriptions and the filing of a Record Survey.

Show adjacent property lines and existing ROW on the Project Base Map using Consultant's ROW retracement. Consultant shall prepare and file a Pre-Construction Record of Survey conforming to applicable County standards with the County Surveyor's office to perpetuate monument locations as required under ORS 209.155. Scale for survey map shall be 1"=40', or as approved. Pre-construction record of survey limits are required to include the full extent of all permanent acquisitions. Consultant shall furnish filing fee, up to \$1,000.

***Task 2.0 Deliverables:***

- *Base maps drawings in AutoCAD and PDF*
- *Site photos*
- *Pre-Construction Record of Survey*

## **Task 3.0 Utility Coordination**

### **3.1 Utility Coordination**

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

It is assumed up to ten (10) utilities will require coordination.

Consultant shall:

- Develop a utility contact information list and email project information letters (in email format) to utility companies involved to explain the nature of the work.
- Prepare and send a Utility Relocation Letter of conflict (in email format) with 60% plans or roll map for each utility notifying them of unavoidable conflicts with an anticipated construction schedule.
- Organize and lead one group utility coordination meeting (90% design milestone). Meeting will occur virtually for one hour and include one Consultant staff.
- Conduct up to four coordination meetings with individual utilities. Meetings will occur virtually for one hour and include one Consultant staff.
- Perform ongoing coordination with utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate.
- Provide 90% plans to each utility (in email format) with mandatory relocation date.
- Provide County standard 90-day, 60-day and 30-day utility notice letters (from start of construction) in both standard mail and certified mail.

#### ***Assumptions:***

- Utility management includes up to 22 potential conflicts, approximating one per ramp. Existing aerial facilities will remain aerial, and project will not design undergrounding of existing aerial utilities.
- Utility providers will obtain their own pothole excavation information to facilitate their relocation designs.
- Conflicts include impacts to utilities that require adjustments or relocations by others.

#### ***Task 3.0 Deliverables:***

Consultant shall provide:

- *Utility contact list*
- *The final utility relocation plan(s) submitted to the County Project Manager (CPM) within 10 days after acceptance.*
- *Notification Letter(s) with utility conflict roll map submitted to each utility and CPM 30 business days after submittal of 60% Plans to County.*
- *Final Notice Letter(s) submitted to each utility and CPM 30 business days after submittal of 90% Plans to County.*
- *County standard 90-day, 60-day and 30-day utility notice letters*

## **Task 4.0 Pavement Design Services**

Consultant shall conduct geotechnical field investigations to explore the subsurface conditions of pavement rehabilitation and new pavement for curb ramp reconstruction. Consultant shall provide a Geotechnical Report summarizing and presenting the results of the investigation, analyses, and recommendations. Assessment of Material Sources and Disposal Sites is not included in these Services.

Consultant shall complete the geotechnical and geological Services in accordance with County design standards, AASHTO, and FHWA. Consultant shall summarize the findings in a Geotechnical Report. County will provide relevant historic geotechnical reports and field investigation data from its prior work for inclusion with the Project Geotechnical Report. Consultant shall perform the following subtasks for the foundation investigation.

#### **4.1 Site Reconnaissance, Exploration and Testing Work Plan**

Consultant shall perform site reconnaissance. The site reconnaissance must include the following. Consultant shall:

- Observe surface conditions indicative of subsurface conditions;
- Identify site constraints and staging concerns (for exploration and construction);
- Identify potential exploration locations;
- Attend meetings with County or other parties to discuss, review, and ascertain site conditions relevant to the geotechnical project work.

The site reconnaissance will facilitate understanding of the site constraints for field explorations, construction, and traffic staging. Proposed boring locations will be staked or painted on the ground.

Consultant shall perform visual pavement assessment in accordance with ODOT's Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to identify and map areas of severely distressed existing pavement to determine the cause of the distresses and to determine potential mitigation strategies. Mapping will identify surface manifestation of weak, poor, or failing subgrade, and locations of pavement failure such as longitudinal cracking or raveling; in addition, subsurface drainage conditions shall be assessed based on surface evidence. The mapped locations shall be identified using a measuring wheel.

Consultant shall prepare an Exploration and Work Plan (ETWP) figure to show the proposed exploration locations and Traffic Control Plans (TCPs). The traffic control plan must be prepared by a flagging company licensed to work in the State of Oregon. The TCP must address a minor road encroachment as well as a single lane closure for activities associated with drilling exploratory borings from the roadway. Consultant shall submit the figure and TCPs to the County for approval. Consultant shall obtain ROW permit from the County.

#### ***Assumptions***

- County will furnish or waive ROW permit fees for geotechnical explorations.
- Consultant will limit observations to remain within the existing right-of-way.

#### **4.2 Field Exploration and Laboratory Testing**

Consultant shall perform the geotechnical explorations and reconnaissance for pavement design to evaluate subsurface conditions and develop geotechnical recommendations for the designs as shown in the following table.



STRUCTURE	EST # OF BORINGS	ESTIMATED BORING DEPTH
Pavement design	6 – On existing Johnson Creek Blvd 1 – On existing Bell Avenue	5 feet below ground surface with pavement cores.

Consultant shall perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions within the project limits and determining the pavement design recommendations for the items listed in the table above.

**Falling Weight Deflectometer (FWD):** Consultant shall perform FWD testing at 200-foot spacing in the outside wheel path of each travel lane to measure existing pavement and subgrade stiffness. The 200-foot test interval spacing will be offset by 100 feet between adjacent lines therefore a test will be performed for each 100 feet of roadway.

TEST METHOD	EST # OF TESTS	TEST LOCATION(S)
FWD tests	45	On existing Johnson Creek Blvd
	5	On existing Bell Avenue

Consultant shall perform exploration work in accordance with Federal, State, and Local regulations. Consultant shall perform the subsurface exploration work in conformance with the ETWP as described in Task 4.1.

Exploration tasks include the following. Consultant shall:

- Obtain a drilling permit from Clackamas County;
- The permit fee will be waived;
- Locate utilities in the vicinity of the proposed borings by and through the One-Call system prior to the fieldwork;
- Notify the County immediately and place drill cuttings/fluids in separate drums, labeled with the boring #, depth, and date and transport drums to a location designated by the County, if contaminated soil/groundwater is encountered. The geotechnical investigation does not include any services related to environmental or hazardous materials;
- By and through the drilling subcontractor, drum and dispose of all cuttings offsite;
- The field explorations will be performed during weekdays between 8 am and 6 pm;
- Provide traffic control that will be consistent with requirements for shoulder and single lane closures;
- Temporary traffic control (rolling closures) for FWD will be required;

Consultant shall provide an engineer or geologist to supervise the field operations and log the borings. Subsurface explorations must be conducted in general accordance with American Association of State Highway Transportation Officials (AASHTO). Soil samples must be obtained at 2.5-foot to 5-foot intervals using either a standard penetration sampler or a Shelby tube sampler.

**Laboratory Testing:** Consultant will visually classify the soils and estimate their engineering properties from soil samples obtained from the borings. Consultant shall conduct water contents on all soil samples, up to three (3) sieve analyses; or Atterberg limits tests.

*Assumptions:*

- One day of drilling and traffic control is provided for pavement explorations.

### 4.3 Asphalt Pavement Analysis and Report

Consultant shall perform analyses of the field and laboratory test data to develop geotechnical recommendations for pavement design and construction. Consultant shall conduct field investigations in Task 4.2 to explore the subsurface conditions of the existing roadway and conditions of the existing pavement, perform pavement rehabilitation analyses of the existing pavement section, perform pavement design for roadway widening sections, and provide a report which summarizes and presents the results of the investigation, analyses, and pavement recommendations. The results of pavement design for widening areas should be checked with County standard pavement section. Provide a report documenting the geotechnical and pavement rehabilitation evaluation and design services, including:

#### Data Review

Consultant shall review available existing information to evaluate the geologic and subsurface conditions, construction, and maintenance history of Johnson Creek Blvd. Consultant shall review available information from the following sources (as applicable and as provided by the County):

- Existing published and unpublished literature from County records;
- Previous pavement and geotechnical reports from federal, city, County, or other officials, Consultants, groups, or individuals pertinent to the project;
- As-built roadway plans (as available); and
- Maintenance records.

#### Pavement Analysis and Design

Consultant shall develop pavement design criteria, design parameters, and pavement sections for an acceptable pavement design to be used in this application. Pavement rehabilitation design and full-depth repair recommendations will be provided for existing roadway. The results of pavement design for full-depth repair areas will be checked with County standard pavement section. The pavement design recommendations will use FWD and borings performed as part Task 4.2. Develop preliminary flexible pavement section recommendations for rehabilitation and full-depth repair with a design life of 20 years. Pavement section design will be performed in accordance with the current ODOT Pavement Design Guide, AASHTO Guide for Design of Pavement Structures, and applicable County requirements.

Conduct a site visit for the review the API (with County staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and pavement rehabilitation recommendations are available for reference.

Develop recommended pavement designs:

- Recommended pavement designs include asphalt overlay, asphalt grind and inlay, asphalt remove and replace and full depth reconstruction.
- It is anticipated that the project budget cannot support a full depth reconstruction option, but a pavement design is provided for preliminary 30% design cost estimating purposes (Task 5.5).

#### Assumptions:

- Life cycle cost analysis is not included.
- Portland Cement Concrete (PCC) pavement will not be included as a potential pavement option.
- Consultant will use traffic counts provided by County and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.

**Task 4.0 Deliverables:**

- *Exploration and Site Plan*
- *Draft field investigation findings with recommended pavement rehabilitations, for use during the field visit with County staff.*
- *Draft and final data reports summarizing field investigation findings and input/decisions/direction from the field visit with County staff.*
- *Draft and Final Pavement Design Report*

**Task 5.0 Preliminary Design (30%)**

Consultant shall develop preliminary design plans generally described as follows:

**5.1 Curb Ramp and Signal Modification Analysis**

This task shall develop alternatives to be evaluated to reach agreement on the preferred alternative.

Consultant shall:

- Analyze signalized corners along Johnson Creek Blvd between 79<sup>th</sup> Pl and ECM for conformance with Clackamas County ADA standards for pedestrian push button reach, height and level landing. For deficient elements, assess and provide corrective options for each deficient element.
- Analyze curb ramps along Johnson Creek Blvd between 79<sup>th</sup> Pl and ECM for conformance with ADA standards. For noncompliant ramps, provide proposed retrofit or replacement curb ramp design approach and identify design exception needs.
- Consultant will complete an inspection checklist documenting signalized corner and curb ramp findings.
- For estimating purposes, it is assumed 22 total curb ramps will be retrofit or replaced as shown on Attachment 'A'.
- For estimating purposes, it is assumed four (4) total curb ramps will accompany the two (2) new enhanced pedestrian crossings identified in Task 5.4.
- Document findings as part of memorandum in Task 5.6.

*Assumptions:*

During field inspection, once it is apparent that the ramp is noncompliant and needs to be rebuilt/retrofit it will be fully surveyed and will not require a full checklist documentation. Only ramps that are fully compliant and do not require any modifications need a fully completed checklist.

**5.2 Illumination**

Consultant shall perform the coordination of illumination improvements within the enhanced pedestrian crossing limits. If PGE is nonresponsive or uncooperative, the County will communicate with PGE to affect a solution.

Consultant will record communications with PGE and submit the record to APM and LAPM within 3 business days of request.

Consultant will lead/complete a lighting analysis to evaluate existing light levels within the enhanced pedestrian crossings and compare those light levels to the anticipated light levels upon completion of PGE's utility pole relocation/removal work.

For Option A streetlights (owned by PGE), the Consultant is responsible to provide the PGE Lighting Design Project Manager with the streetlight design layout that was submitted to the right-of-way authority (County) for review, which includes complete streetlight design details (pole and fixture specifications). Designs for Option A streetlights require materials to be specified from PGE's approved street lighting equipment list.

The final lighting design layout requires the County stamped approval or an email from the County with their approval. The lighting design layout will need to meet the recommended maintained illuminance values in the current revision of ANSI/IES RP-8 American National Standard Practice for Roadway Lighting, or the appropriate standard adopted by the County with jurisdiction over the project.

*Assumptions:*

- County will furnish PGE related payments and fees
- Some illumination improvements will likely mount onto PGE's relocated utility poles.
- PGE Lighting Design Project Managers are available to assist with pole and fixture information needed on the project and this information will be based on County direction.
- The County has the option to accept and authorize streetlight designs that do not meet ANSI/IES RP-8 guidelines. Non-standard designs will result in PGE annotation on the letter of authorization that is signed by the County as well as the sketch. The municipality is responsible to define road classifications.

### **5.3 Asphalt Pavement Resurfacing Concept**

This task shall consolidate alternatives developed in Task 4 to reach agreement on the preferred alternative.

Consultant shall:

- Summarize proposed asphalt pavement resurfacing approach along Johnson Creek Blvd between 79<sup>th</sup> Pl and ECM. Determine and specify which asphalt rehabilitation treatment is appropriate for each area (overlay, grind and inlay, deep patch repair, etc.).
- Summarize proposed asphalt pavement resurfacing approach along Bell Ave between Johnson Creek Blvd and Alberta Ave. Determine and specify which asphalt rehabilitation treatment is appropriate for each area (overlay, grind and inlay, deep patch repair, etc.).

### **5.4 Enhanced Pedestrian Crossing Analysis**

The Consultant shall provide analysis and conceptual design for up to two new enhanced pedestrian crossings and two existing enhanced pedestrian crossings along the project corridor.

Consultant shall:

- Conduct 24-hour tube counts at two potential crossing sites. The tube counts will include bi-directional traffic volumes, travel speeds, and vehicle classifications.
- Evaluate the potential for enhanced crosswalk treatments at the crossing sites based on procedures in the National Cooperative Highway Research Program (NCHRP) Report 562 *Improving Pedestrian Safety at Unsignalized Crossings*. Consultant will supplement the analysis with information from the Federal Highway Administration (FHWA) *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations*.

- Develop preliminary recommendations for enhanced pedestrian crossing treatments at the crossing sites based on the above publications as well as the FHWA *Manual on Uniform Traffic Control Devices*.
- Prepare design concepts for the crossing sites to illustrate recommended design treatments. Design concepts will depict schematic signing, striping, and/or other traffic control treatments.
- Prepare a memorandum summarizing the findings and recommendations of the crosswalk assessment.
- Summarize applicable design criteria, which may include, but is not limited to:
  - Design speed
  - Sight distance considerations
  - Cross section elements:
    - Number and width of travel lanes
    - Shoulders
    - Bikeways
    - Sidewalks
    - Planter Strips
    - Roadside design elements

### ***5.5 Construction Estimate***

Consultant shall develop estimated costs early in the 30% design process for use in decision making. Consultant shall provide quantities and construction cost estimates for up to three (3) pavement design alternatives considered and the preferred alternative (total of four (4) separate construction cost estimates).

### ***5.6 Design Memorandum***

Consultant shall provide a Draft (30%) and Final (60%) design memorandum summarizing the preferred alternative. The memorandum will reference the other applicable reports, memorandums, and documents supporting the preliminary design.

The memorandum will assemble the pavement data, preliminary recommendations, field review and cost estimate into a comprehensive narrative. The narrative will use cost estimates and discussion of pros/cons of alternatives considered to facilitate the County's selection of the preferred alternative.

#### ***Assumptions:***

The Design Memorandum is intended to function as a brief (approximately 2 to 3 pages in length) executive summary of Tasks 5.1 through 5.5.

### ***5.7 Design Exceptions***

Consultant shall develop draft and final design exception memorandums for deviations in the design not meeting the design criteria. Consultant shall use County's template design exception form. It is assumed that up to six (6) separate curb ramps and/or pedestrian push button locations will require design exceptions and documentation with decisions made during the preliminary design process prior to submittal.

#### ***Assumptions:***

- Plans are not required during Task 5. Consultant will use standard drawings and/or exhibits to communicate information at 30%. Consultant will use plans developed during 60% design to document data supporting design exception requests.

- PGE correspondences are included as attachments to the Illumination Analysis Memorandum

**Task 5.0 Deliverables:**

- *Inspection checklists*
- *Draft (at 30%) and Final (at 60%) Illumination Analysis Memorandum*
- *PGE service application*
- *Cost Estimates (one electronic copy in PDF form and one copy in Excel form)*
- *Draft (at 30%) and Final (at 60%) Design Memorandum (one electronic copy in PDF form)*
- *Draft (at 30%) and Final (at 60%) Enhanced Pedestrian Crossing Assessment (one electronic copy in PDF form)*
- *Draft (at 30%) and Final (at 60%) Design Exceptions*

**Task 6.0 Final Design Plans, Specifications, and Estimate (PS&E)**

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

Consultant shall:

- Conduct meetings (per Task 1) with County staff.
- Complete engineering drawings for submittal to the County at 60%, 90%, and Final milestones and perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities including constructability reviews. Plans will be drafted with the latest version of AutoCAD software and the final CAD drawings provided through an FTP site.
- Provide relevant plan drawings per the anticipated sheet list below for submittal to County for review. Drawings shall include sufficient information for review and bidding including ROW lines, alignments, elevations, etc. with the assumption that more detailed staking and layout information necessary for construction will be provided electronically to the Contractor after notice of intent to award. Standard details and drawings will be attached at the end of the plan set without the need for a title block. Additional specific plan sheet requirements include:
  - Index of Drawings: Provide a list of the standard details and drawings utilized with a link to the location where they can be found.
  - Paving Plans: Consultant shall prepare pavement rehabilitation plans in accordance with County design standards, AASHTO, and Oregon Standard Specifications for Construction with ROW information shown as applicable. Consultant will include erosion control measures including, but not limited to, inlet protection and sediment barrier information on the plans. Consultant will also develop an erosion control cover sheet for DEQ submittal.
  - ADA Curb Ramp Details: Assumes 2 ADA curb ramps per sheet.
  - Traffic Control: Consultant shall prepare typical temporary traffic control plans in accordance with standard drawings for mainline and intersections consistent with County design standards, the MUTCD, and Oregon Standard Specifications for Construction. Plans are anticipated to include conceptual Temporary Pedestrian Accessible Routes (TPAR), with table on how to apply concept to intersection corners. The specifications will include requirements for detailed traffic control submittals furnished by the Contractor.
  - Signal Modifications: Consultant shall prepare push button modification plans for the signalized intersections (Precision Cast Parts (2 crossings), Linwood Avenue [north half on Flavel Drive, and Bell Road) along Johnson Creek Blvd between 79<sup>th</sup> Pl and ECM. Plans are anticipated to include details for modifying pedestrian push button reach, height and level landing. Depending on the new curb ramp locations and crosswalk alignments, new pedestrian signal heads may also be required. Existing traffic signal poles, mast arms, signal heads, cabinets, and other appurtenances will be retained in place to the extent possible. Existing loop detectors at Bell Avenue and at Linwood Avenue may be impacted by road

- widening and sidewalk construction. Consultant shall develop detector plans to reinstall and reconnect loop detectors, as needed.
- Signal Detector Modification Plan: Consultant will prepare plans and details to address signal loops detectors impacted by paving operations at up to three signalized intersections.
  - Enhanced Crosswalks (up to 4 crossings)
  - Signing/Striping: Consultant shall prepare signing and striping plans per County and MUTCD standards. A sign inventory will be completed to evaluate existing sign conditions and verify compliance with current MUTCD standards.
  - Consultant shall complete a photometric analysis of Johnson Creek Blvd at proposed enhanced pedestrian crossings using AGI32 software. Light pole and luminaire types will be from the PGE approved equipment list per applicable County design standards. Illumination plans will be developed showing proposed luminaire locations, electrical conduit plan, and associated details in accordance with PGE Option 'A' requirements.
  - Calculate quantities and develop an engineer's construction cost estimate for submittal at each plan development milestone (60%, 90%, Final).
  - Prepare relevant sections of specifications based on the current Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special provisions and County boilerplate special provisions to the specifications in Part 00100 – General Requirements.
  - Revise and submit final Special Provisions based on comments received during County reviews.
  - Make corrections as required by County and submit final plans to County (both documents and electronic copies).

The anticipated sheet count is as follows:

<b>Name of Sheet</b>	<b>Estimated # of Sheets</b>	<b>60% PS&amp;E</b>	<b>90% PS&amp;E</b>	<b>Final PS&amp;E</b>
Title Sheet & Drawing Index	1	X	X	X
General Notes, Legend & Abbreviations	1	X	X	X
Typical Sections	2	X	X	X
Civil Details	2		X	X
Roadway Rehabilitation Plan (1"=50', stacked)	11	X	X	X
ADA Ramp Details	11	X	X	X
Temporary Traffic Control Details	2	X	X	X
Temporary Pedestrian Accessible Routes (TPAR)	1		X	X
Signing and Striping Plans (1"=50' stacked)	11	X	X	X
Signing and Striping Details	1	X	X	X
Sign and Post Data Table	1		X	X
Enhanced Pedestrian Crossing Plan & Details	6		X	X
Signal Modification Plans (1"=20') & Details	5	X	X	X
Signal Detector Plans (1"=40') & Details	3	X	X	X
Illumination Plans (1"=50', stacked) & Details	3	X	X	X
<b>Total Estimated Sheet Count</b>	<b>61</b>	<b>51</b>	<b>61</b>	<b>61</b>

Consultant shall provide services for each deliverable per the following subtasks:

### **6.1 60% Design**

Provide 60% complete plans and estimate as described above.

### **6.2 90% Design**

Provide 90% complete plans, specifications, estimate, and construction schedule as described above.

### **6.3 Final Design**

Provide Final plans, specifications, estimate, and construction schedule as described above.

**Task 6.0 Assumptions:**

- ADA ramp design includes up to three (3) geometric and three (3) grading revisions per ramp (average) originating from County’s review of deliverables (60%, 90% and Final Design).

**Task 6.0 Deliverables (all electronic):**

- 60%, 90%, and Final Engineering Drawings (Full Size – 11”X17”)
- 90% and Final Construction Schedule
- 90% and Final Specifications and Bid Schedule
- Documentation of 60% and 90% review comments
- 60%, 90%, and Final Engineer’s Estimate
- Updated Comment/Response Log at each milestone

**Task 7.0 Right-of-Way (ROW) Services**

**7.1 ROW Strip Map**

Consultant shall develop ROW map showing existing and proposed Right-of-Way lines and permanent and temporary easement lines. ROW maps are to be provided to the ROW staff upon delivery of 60% construction plans. ROW maps are to be updated as construction plans are updated and produced. ROW maps are to be delivered with construction plans. File numbering for the acquisitions will be reviewed and approved by County Right-of-Way Manager or Designee.

- Scale for the ROW maps, shall be in English units, the scale is to be an appropriate Engineering scale such as 1”=20’, 1”=40’, 1”=60’, 1”=100’.
- For each parcel, show map and tax lot number, site address, vested owner name and deed number, and file number.
  - Major improvements within the easement areas and within 20 feet of the outer most area of acquisition shall be shown. If no acquisition is being acquired for a particular parcel, then show major improvements 20 feet from the existing ROW line. (Examples of major improvements to be shown on the ROW map are: houses, outbuildings, driveways, fences and other miscellaneous features needed for determining Just Compensation.)

**7.2 ROW Descriptions, Exhibit Maps, & Impact Maps**

Consultant shall:

- Prepare and assemble all title documents, including vesting deeds and preliminary title reports for each impacted property.
- Consultant shall develop and provide a centerline description from one end of the project limits to the other for Johnson Creek Blvd and Bell Ave. to be used by County with their Resolution of Necessity for the project. Centerline description shall describe a corridor with maximum offsets for each type of easement with corresponding station ranges. County will provide an example if needed. County will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by County.
- Prepare ROW Maps and Descriptions (Exhibits A and B) according to the guidelines and example provided by the County. County will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by County. Maps and descriptions will be made on 8 1/2" x 11" paper. Written legal description should be referenced as "Exhibit A" and the map as “Exhibit B”. Each description will include the following:
  - Exhibits shall be dated and stamped by a professional land surveyor licensed in the State of Oregon.



- Descriptions for the properties shall reference the last recorded deed by type of deed, owner's name, book and page, and date recorded. This information is to be taken from the last vesting deed.
- Descriptions shall reference easements as "Permanent" i.e. (Permanent Right of Way Easement for Road Purposes, Permanent Slope Easement, Permanent Public Utilities Easement, Permanent Slope and Public Utility Easement, Etc.) or as "Temporary" i.e. (Temporary Construction Easement, Temporary Mitigation Easement, Etc.).
- Descriptions shall reference ROW easements as Parcel 1 and other easements as subsequently numbered parcels. Multiple easements per Parcel are acceptable (e.g. Parcel 2- Permanent Slope and Public Utilities Easement, Parcel 3 - Temporary Construction Easement).
- Descriptions shall reference centerline stations on the map. Show the distance from the centerline to existing ROW line and from centerline to proposed ROW and/or easement line(s) on the parcel map.
- On each parcel map provide a legend showing with a hatch, the areas being acquired. Give the areas for each parcel in square feet rounded up to the nearest foot. Note: Legend should be consistent from file to file. For example, a hatch used for a permanent slope easement would be the same for all files on the project.
- On each parcel map, provide tax lot numbers, last vesting deed number, owners' name, and address if other than situs, and file number.
- Show north arrow, appropriate scale, project name, County project number and date exhibit was prepared.
- Feet are to be shown on all distances in "Exhibit B" (excluding centerline).
- Prepare Right of way Impact Maps according to the guidelines and example provided by the County. An 8.5" x 11" color Impact Map shall be prepared for each file showing the proposed right of way acquisitions overlaid upon an aerial photo, with the larger improvements (fences, hedges, trees, etc.) being noted as either protect or remove. These are to be used in conjunction with the appraisal/Value Finding preparation along with the Exhibits A and B.

### ***Assumptions***

- Consultant will prepare 20 ROW Maps and Descriptions (Exhibits A and B) and Right of way Impact Maps to reflect all property files, including ADJC files.

### **7.3 ROW Staking**

Consultant shall:

Stake proposed and existing ROW and easements for appraisals and acquisition process.

### ***Task 7.0 Deliverables:***

- *Right-of-Way Strip Map (one strip map per plan submittal)*
- *Right-of-Way Descriptions and Maps (20 files)*
- *Right of Way Impact Maps (20 files)*
- *Right-of-way Staking (20 files)*

### **Task 8.0 Bid and Award Assistance**

#### **8.1 Bid and Award Assistance**

This task includes the preparation of up to three addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from County and Construction Contractors about the plans and specifications during the bidding process.

Consultant's Project Manager, or Consultant's designee(s) approved by County, shall assist County with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 days to the CPM.

During the bidding process, Consultant shall not separately communicate with Construction Contractors or suppliers during bidding. Any communication will go through County Procurement passed on to the CPM in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document responses to CPM response requests as a result of construction contractors or suppliers questions to Procurement. Consultant shall maintain a written log and provide upon request of the CPM.

**Task 8.0 Deliverables:**

- *Written log of conversations, questions and answers, provided to the CPM upon request.*
- *Up to one addenda*

**REIMBURSABLE EXPENSES**

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (survey filing fees; project specific supplies, etc.)

**ASSUMPTIONS**

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees shall be paid by Clackamas County, or as a reimbursable expense at cost.

**COUNTY'S RESPONSIBILITIES**

The County will:

1. Provide a project manager who is responsible for overall project development and management and for coordination between the Consultant and the County including coordination of review and comment by County staff on design deliverables.
2. Maintain records and process Consultant invoices.
3. Coordinate the relationship with adjacent property owners and with the general public.
4. Maintain and manage the public involvement mailing list and project press releases.
5. Provide County standard drawings and details when possible.
6. Provide as-built CAD files of recent construction projects.
7. Provide standard pavement sections for consideration in pavement design.
8. Assist in utilities coordination through attendance at coordination meetings and providing County templates for 60- and 30-day final notices.
9. Provide Consultant with digital copies of the County 00100 Special Provisions. County to prepare the front-end contract forms, prepare the bid-booklet, and provide legal review of the contracts and bid forms.

10. Advertise and manage the bidding process for construction

**3.3. WORK SCHEDULE**

The County has prepared the following anticipated schedule for this project:

<b><u>Item</u></b>	<b><u>Date</u></b>
Notice to Proceed for Consultant (Estimated)	May 2023
Submit Draft Design Memorandum	September 2023
Submit ROW Exhibit Maps and Descriptions (between 60% and 90% design)	January 2024
Submit Final PS&E	November 2024
Solicit Construction Bids	January 2025
Construction Notice to Proceed	April 2025

**EXHIBIT B  
FEE SCHEDULE**

<b>Escalation Factor</b>	<b>3.00%</b>
% of Budget in Current Year	10%
% of Budget in Second Year	10%
% of Budget in Third Year	10%
% of Budget in Fourth Year	10%
Total	100%
Weighted Escalation Factor	1.03
Labor Multiplier	5.43

Select 2023 Rate Schedule to Use:  
Custom

Johnson Creek Blvd (79th Pl to ECM) Improvements Project  
Clackamas County, Department of Transportation & Development  
Proposed Fee Estimate

Average Billing Rate Estimated per Classification/Staff Staff Name	LABOR CLASSIFICATION (HOURS)										Hours	Labor	Subconsultants			Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
	Principal Engineer III	Principal Engineer I	Professional Engineer VII	Professional Engineer III	Professional Engineer III	Engineering Designer II	Cost Estimator III	Technician IV	Administrative III				AKS	GRI	Kittelson				
	\$285	\$264	\$281	\$190	\$190	\$178	\$290	\$200	\$138										
	Crop	McMurtry	Emmett	Ebbighausen	Wiggins	AdamsA	Griesinger	Estep	Hamlen-Gomez										
<b>Task 1 - Project Management and Project Coordination</b>																			
Task 1.1 - Project Management	11	44	13						22	88	20,585				1.0		20,585		
Task 1.2 - Project Coordination	44	78								73	18,430	995	1,805	1,186	1.0	3,986	22,416		
<b>Task 1 Subtotal</b>	<b>11</b>	<b>88</b>	<b>99</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>160</b>	<b>\$ 99,095</b>	<b>\$ 995</b>	<b>\$ 1,805</b>	<b>\$ 1,186</b>		<b>\$ 3,986</b>	<b>\$ -</b>	<b>\$ 49,081</b>	
<b>Task 2 - Survey, Field Investigations and Mapping</b>																			
Task 2.1 - Topographic Survey			4		12	12				40	7,930	39,924			1.0		47,854		
Task 2.2 - Horiz. Control, Monument Recovery, & Pre-Construction S/S			5	0	12	12	0	12	0	41	2,977	19,625			1.0		19,625		
<b>Task 2 Subtotal</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>41</b>	<b>\$ 8,167</b>	<b>\$ 59,549</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 59,546</b>	<b>\$ 16</b>	<b>\$ 67,798</b>	
<b>Task 3 - Utility Coordination</b>																			
Task 3.1 - Utility Coordination			4	52		16				72	13,987				1.0		14,003		
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>52</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>\$ 13,987</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 16</b>	<b>\$ 14,003</b>	
<b>Task 4 - Pavement Design Services</b>																			
Task 4.1 - Site Reconnaissance, Exploration and Testing Work Plan			4							4	946		4,270		1.0		5,216		
Task 4.2 - Field Exploration and Laboratory Testing			3							3	217		11,805		1.0		12,022		
Task 4.3 - Asphalt Pavement Analysis and Report			4		16					20	4,063		11,900		1.0		15,963		
<b>Task 4 Subtotal</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>\$ 5,243</b>	<b>\$ -</b>	<b>\$ 27,475</b>	<b>\$ -</b>		<b>\$ 27,475</b>	<b>\$ 16</b>	<b>\$ 32,744</b>	
<b>Task 5 - Preliminary Design (30%)</b>																			
Task 5.1 - Curb Ramp and Signal Modification Analysis			8		11	44				63	12,068		4,743		1.0		16,811		
Task 5.2 - Illumination			2		2					4	962		4,861		1.0		5,823		
Task 5.3 - Asphalt Pavement Resurfacing Concept			2		24	12				38	7,335		1,100		1.0		8,435		
Task 5.4 - Enhanced Pedestrian Crossing Analysis			2							2	473		9,049		1.0		9,522		
Task 5.5 - Construction Estimate			2		8			4		14	2,238		1,319		1.0		4,557		
Task 5.6 - Design Memorandum	2	2	4							9	2,301		897		1.0		3,098		
Task 5.7 - Design Exceptions	1	4			12					17	4,408		2,018		1.0		6,426		
<b>Task 5 Subtotal</b>	<b>2</b>	<b>9</b>	<b>24</b>	<b>0</b>	<b>45</b>	<b>68</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>147</b>	<b>\$ 29,565</b>	<b>\$ -</b>	<b>\$ 1,100</b>	<b>\$ 29,222</b>		<b>\$ 24,322</b>	<b>\$ -</b>	<b>\$ 53,887</b>	
<b>Task 6 - Design Plans, Specifications, and Estimate (PS&amp;E)</b>																			
Task 6.1 - 65% Design	4	12	63		122	122	4	122		447	91,031		17,004		1.0		108,035		
Task 6.2 - 90% Design	4	12	30		61	101	4	61		273	55,499		14,523		1.0		70,022		
Task 6.3 - Final Design	4	12	15		30	30	4	30		166	33,909		10,087		1.0		43,996		
<b>Task 6 Subtotal</b>	<b>12</b>	<b>36</b>	<b>108</b>	<b>0</b>	<b>213</b>	<b>293</b>	<b>12</b>	<b>213</b>	<b>0</b>	<b>885</b>	<b>\$ 180,439</b>	<b>\$ -</b>	<b>\$ 41,614</b>	<b>\$ -</b>		<b>\$ 10,087</b>	<b>\$ -</b>	<b>\$ 190,526</b>	
<b>Task 7 - ROW Services</b>																			
Task 7.1 - ROW Strip Map		2	4			8				14	2,947				1.0		2,947		
Task 7.2 - ROW Descriptions, Exhibit Maps, & Impact Maps			6			18				24	4,706		22,740		1.0		27,446		
Task 7.3 - ROW Staking			6			12				6	3,420		15,172		1.0		18,592		
<b>Task 7 Subtotal</b>	<b>0</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>\$ 9,073</b>	<b>\$ 37,912</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 37,912</b>	<b>\$ 16</b>	<b>\$ 47,001</b>	
<b>Task 8 - Bid and Award Assistance</b>																			
Task 8.1 - Bid and Award Assistance		1	6		10		2			19	4,043				1.0		4,043		
<b>Task 8 Subtotal</b>	<b>0</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>\$ 4,043</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,043</b>	
<b>TOTAL - ALL TASKS</b>	<b>25</b>	<b>130</b>	<b>209</b>	<b>52</b>	<b>296</b>	<b>415</b>	<b>16</b>	<b>227</b>	<b>23</b>	<b>1363</b>	<b>\$ 289,614</b>	<b>\$ 98,453</b>	<b>\$ 30,380</b>	<b>\$ 66,022</b>		<b>\$ 163,328</b>	<b>\$ 64</b>	<b>\$ 453,006</b>	

DO NOT PRINT THIS NOTE:

Remember to markup subconsultant fees by 10%

SIS and Hydraulic Modeling Time (per hour)

\$10.00

CADD Time for Tech & Engineers (per hour)

\$18.00

See Contract Review Item to confirm staff labor classifications

Updated 11/26/22

			Expenses					
PROPOSED FEE ESTIMATE - EXPENSES								
TASK		Consor Expenses						
		0.655 Mileage & Travel	Reproduction & Printing	Other	Delivery/ Postage	Total Conсор Expenses	CADD Units \$18/hr	Modeling/GIS \$10/hr
<b>Task 2.0 -</b>	<b>Survey, Field Investigations and Mapping</b>							
Task 2.1 -	Topographic Survey	\$ 16				\$ 16		
<b>Task 3 -</b>	<b>Utility Coordination</b>							
Task 3.1 -	Utility Coordination	\$ 16				\$ 16		
<b>Task 4 -</b>	<b>Pavement Design Services</b>							
Task 4.3 -	Asphalt Pavement Analysis and Report	\$ 16				\$ 16		
<b>Task 7 -</b>	<b>ROW Services</b>							
Task 7.3 -	ROW Staking	\$ 16				\$ 16		
<b>TOTAL</b>		<b>\$ 64</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64</b>	<b>\$ -</b>	<b>\$ -</b>