



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 4, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment Number 1 for Local Agency Agreement #32726-1 with the State of Oregon, acting by and through its Department of Transportation of Transportation for Systemic Signals and Illumination Design

Purpose/Outcomes	Design safety improvements at some intersections on Sunnybrook Blvd., Sunnyside Road, Johnson Creek Blvd. and Oatfield Road to reduce crashes.
Dollar Amount and Fiscal Impact	Total grant amount is \$352,900 of which 7.78% is matching road funds equal to \$27,455.62
Funding Source	Road Fund
Duration	Effective from FFY 2024-2027 – detailed scheduling yet to be determined
Previous Board Action	12/03/2020: Approval to apply for Oregon Dept. of Transportation All Roads Transportation Safety Funding – FFY 2024-2027 11/02/2021: Discussion item at issues
Counsel Review	This agreement has been reviewed by County Counsel on September 30, 2021; NB
Procurement Review	NA; ODOT will lead design contract
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities.
Contact Person	Joseph Marek, Traffic Safety Program Manager – (503) 970-8987
Contract No.	32726-1

BACKGROUND:

The Oregon Department of Transportation (ODOT), All Roads Transportation Safety Program (ARTS) addresses safety needs on all public roads in Oregon including collaboration with local agencies. Federal funds from the Highway Safety Improvement Program and local agency funds are used for this program. The current ARTS project IGA includes the design and construction of safety improvements at signalized intersections as identified in exhibit A. This amendment removes construction from this IGA because it will be included in a separate IGA (Agreement 34887) that will also be coming before the Board. The original IGA with design and construction had a project total of \$1,098,800.00. This amendment will reduce funds for a new project total of \$352,900.00. Both design and construction are being completed by ODOT. The required local agency funding focus on reducing fatal and serious injury crashes in alignment

with the adopted Oregon Department of Transportation – Transportation Safety Action Plan and consistent with the County’s adopted Transportation Safety Action Plan.

This agreement is effective from date of all signatures through FFY 2024-2027 or when the project is completed.

Section 8 of the Terms of Agreement does require that the County guarantee the availability of funding for the project which will likely span more than one fiscal year. Recognizing that commitment to funding isn’t guaranteed across fiscal years, this is standard language used in ODOT/Agency agreements and was negotiated with AOC and LOC.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this agreement with Oregon Department of Transportation.

Respectfully submitted,

Joseph Marek

Joseph Marek,
Traffic Safety Program Manager, Department of Transportation and Development

Exhibit A – Project Location and Scope of Work

As part of the Project set forth in this Agreement, State will construct the following improvements at the following locations:

ARTS ID #	Location	Improvements
36	Sunnybrook Boulevard: Oak Bluff Blvd to 97 th Ave	Install supplemental signal heads, reflectorized backplates, coordinated or adaptive signal timing, and actuated advance warning dilemma zone along Sunnybrook Blvd at Oak Bluff Blvd, 93 rd Ave, I-205 southbound, I-205 northbound, and 97 th Ave
37	Sunnyside Road: Valley View Terrance to 132 nd Avenue	Install reflectorized backplates, supplemental signal heads, and actuated advance warning dilemma zone protection systems along Sunnyside Rd at Valley View Terrace, 117 th Ave, 119 th Ave, and 132 nd Ave
38	Johnson Creek Boulevard: Fuller Road to 92 nd Avenue	Install reflectorized backplates, coordinated/adaptive signal timing, and dilemma zone protection system along Johnson Creek Blvd at Fuller Rd, I-205 southbound ramp, I-205 northbound ramp, and 92 nd Ave
39	Oatfield Road: Oak Grove Boulevard to Jennings Avenue	Install supplemental signal heads, reflectorized backplates along Oatfield Rd at Oak Grove Blvd, Concord Rd, Thiessen Road, Roethe Rd, and Jennings Rd. Replace doghouses at Roethe Rd with flashing yellow arrow.
148H	SE Sunnyside Road at SE 122 nd Avenue	Add reflectorized backplates. Add supplemental signal head for westbound left turn on existing SW signal pole riser; Install advance warning dilemma zone radar detection units for east and west approaches on NW and SE existing signal poles; Add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
SYSTEMIC SIGNALS AND ILLUMINATION (CLACKAMAS)**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on August 27, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update Agency’s financial contribution to the Project and narrow the scope of the Agreement to cover only the Preliminary Engineering phase of the Project.

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

RECITALS, Paragraph 6, page 1, which reads:

6. The project set forth in this Agreement constitutes that part of the Principal project that is located in Agency’s jurisdiction.

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

6. The project set forth in this Agreement constitutes that part of the Principal project that is located in Agency’s jurisdiction and covers only the Preliminary Engineering phase of the project.

Terms of Agreement, Paragraph 1, page 1, which reads:

1. Under such authority, Agency and State agree to State delivering on behalf of Agency the portion of the Principal project located in Agency’s jurisdiction, such portion hereinafter referred to as the “Project.” The Project’s scope and location are further set forth in Exhibit A attached hereto and by this reference made a part hereof.

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

1. Under such authority, Agency and State agree to State delivering on behalf of Agency the Preliminary Engineering work for the portion of the Principal project located in Agency’s jurisdiction, such work hereinafter referred to as the “Project.” The Project’s scope and location are further set forth in Exhibit A attached hereto and by this reference made a part hereof.

Terms of Agreement, Paragraph 3, page 2, which reads:

3. The total cost of the Project set forth in this Agreement is estimated at \$1,098,800, which is subject to change. Federal funds for the Project are limited to \$1,013,405.58. Agency shall be responsible for the 7.78 percent match for all eligible costs and any non-participating costs. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.

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

3. The total cost of the Project set forth in this Agreement is estimated at \$352,900, which is subject to change. Federal funds for the Project are limited to \$325,444.38. Agency shall be responsible for the 7.78 percent match for all eligible costs and any non-participating costs, except those non-participating costs paid for by State pursuant to Terms of Agreement Paragraph 7. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.

Terms of Agreement, Paragraph 6, page 2, which reads:

6. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.

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

6. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget.

Terms of Agreement, Paragraph 18, page 4-5, which reads:

18. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or

pedestrian- activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734- 5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

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

- b. State shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. State shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA;
 - ii. Any complaints received by Agency identifying sidewalk, curb

- ramp, or pedestrian- activated signal safety or access issues are promptly evaluated and addressed,
- iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.

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

18. ODOT Standards for Accessibility Features: The Parties agree that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, will be designed according to current ODOT Highway Design Manual standards. The Parties further agree that all Project sidewalks, curb ramps, and pedestrian-activated signals will be designed using ODOT Standard Drawings, and that the ODOT Design Exception process will be followed for any sidewalk, curb ramp, or pedestrian-activated signal that cannot be designed to the ODOT standards. The Project design will include temporary pedestrian routes through or around any work zone. All such temporary pedestrian routes will include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility.

Terms of Agreement, Paragraph 26 and 27, page 6, which read:

26. State Contact for this Agreement is Elizabeth Wakefield, Senior Project Leader, 123 NW Flanders Street, Portland, OR 97209, 503-731-3439, Elizabeth.wakefield@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

27. Agency's Contact for this Project is Bikram Raghubansh, PE, PTOE, Senior Traffic Engineer, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4706, Bikramrag@clackamas. , or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

26. State Contact for this Agreement is Jennifer Bachman, 123 NW Flanders Street, Portland, OR 97209, 503-853-5378, jennifer.l.bachman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

27. Agency's Contact for this Project is Carl Olson, 150 Beaver Creek Road, Oregon City, OR 97045, 971-235-3260, COlson@clackamas.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

ATTACHMENT NO. 1 to Agreement NO. 32726 SPECIAL PROVISIONS shall be deleted in its entirety and replaced with the attached Revised ATTACHMENT NO. 1. All references to "ATTACHMENT NO. 1" shall hereinafter be referred to as "Revised ATTACHMENT NO. 1."

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS shall be deleted in its entirety and replaced with the attached Revised ATTACHMENT NO. 2. All references to "ATTACHMENT NO. 2" shall hereinafter be referred to as "Revised ATTACHMENT NO. 2."

3. **Counterparts**. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement**. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 32726-1

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

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #20336) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

CLACKAMAS COUNTY, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (if required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:

Carl Olson
150 Beaver Creek Road
Oregon City, OR 97045
971-235-3260
colson@co.clackamas.or.us

State Contact:

Jennifer Bachman
123 NW Flanders Street
Portland, OR 97209
503-853-5378
Jennifer.l.bachman@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Delivery and Operations Divisions
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Jennifer O'Brien
Assistant Attorney General

Date: via email dated May 24, 2021

**REVISED ATTACHMENT NO. 1 to AGREEMENT NO. 32726
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.
4. If the total cost of the Project exceeds the total Project cost set forth in Terms of Agreement paragraph 3, Agency and State may amend this Agreement to either (a) reduce the scope of the Project such that the available State, federal, and Agency funds are sufficient to complete the Project, or (b) apportion the excess costs between Agency and State in a manner agreeable to both Parties. If the Parties are unable to agree to such an amendment, State may, after consultation with Agency, reduce the scope of the Project such that State can complete the reduced Project scope with the available State, federal, and Agency funds. In the event State must reduce the scope of the Project, State shall consult with Agency in good faith and prioritize those reductions that are mutually agreed upon by the Parties.

REVISED ATTACHMENT NO. 2 to AGREEMENT NO. 32726

FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.330.
7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes ([ORS 366.425](#)), the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of

Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.

9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has

been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.
17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.

28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.

29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the

obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.

30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of [ORS 105.755](#) and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under [ORS 105.760](#) for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS [373.030\(2\)](#) to any and all changes of grade within the City limits, and gives

its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.



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 Amendment #2 with Kittelson & Associates, Inc. for
Design Services for South Ivy Street Pedestrian Intersection Improvements**

Purpose/Outcomes	This contract will provide survey, right-of-way, stormwater management, and design services for pedestrian and intersection improvements along South Ivy Street from 99E to Lee Elementary School.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$372,369.54 for a total contract value of \$912,225.33
Funding Source	County Road Fund, State Funded Local Project Funds and City of Canby
Duration	Amendment execution through June 30, 2023
Previous Board Action	01/24/19: BCC Approval of a Supplemental Project Agreement No. 32756 with Oregon Department of Transportation for the S. Ivy Street (Canby) Project 09/26/19: BCC approved the Contract. 11/2/21: Discussion item at issues
Strategic Plan Alignment	-Ensure safe, healthy and secure communities -Build a strong infrastructure
Counsel Review	10/19/2021 ARN
Contract #	1856
Contact Person	Jonathan Hangartner, PE, 971-804-2825

Background:

Clackamas County obtained State Funded Local Projects (SFLP) funds through an IGA with the Oregon Department of Transportation (ODOT) to provide bicycle lanes and sidewalk improvements on South Ivy St from OR99E to Lee Elementary School and signal construction at the intersection of South Ivy St and SE Township Rd. After completion of the project, the County will transfer jurisdiction of the street to the City of Canby.

This contract amendment will provide additional services required to support the expanded scope of the project, as requested and funded by City of Canby. These services include 27 additional right-of-way files for acquisition, additional maps and descriptions, underground power design and connection to each building, illumination design, additional traffic analysis related to a roundabout alternative analysis and future traffic volumes for the proposed signal, and additional utility coordination related to a required joint trench layout.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

Recommendation:

Staff respectfully recommends that the Board approve Amendment #2 with Kittelson & Associates, Inc. for the additional design services for South Ivy Street Pedestrian Intersection Improvements.

Sincerely,

Joel Howie

Joel Howie
Civil Engineer Supervisor

Placed on the BCC Agenda _____ by Procurement

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH KITTLESON & ASSOCIATES, INC. FOR DESIGN SERVICES FOR SOUTH IVY STREET PEDESTRIAN INTERSECTION (2019-19)
Contract #1856

This Amendment #2 is entered into between **Kittelson & Associates, Inc.** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **September 26, 2019** (“Contract”).

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
 The Contract termination date is hereby changed from June 30, 2022 to **June 30, 2023**.

2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
 Contractor will perform additional Work described generally as follows: twenty-seven (27) additional right-of-way files for acquisition, additional maps and descriptions, underground power design and connection to each building, illumination design, additional traffic analysis related to a roundabout alternative analysis and future traffic volumes for the proposed signal, and additional utility coordination related to a required joint trench layout. The additional Work is further described in the updated Scope of Work attached hereto as **Exhibit C** and hereby incorporated by reference.

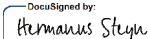
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
 County will pay Contractor an additional **\$372,369.54** to complete the additional Work. Compensation for the additional Work will be in accordance with the fee schedule attached as **Exhibit D** and hereby incorporated by reference. The total Contract compensation shall not exceed \$912,225.33.

ORIGINAL CONTRACT	\$ 539,855.79
AMENDMENT #1	Update Scope of Work
AMENDMENT #2	\$ 372,369.54
TOTAL AMENDED CONTRACT	\$ 912,225.33

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Kittelson & Associates, Inc.

Clackamas County


DocuSigned by:

AAE87D05DE83426
 Authorized Signature _____ Date 10/25/2021
 Hermanus Steyn
 Printed Name _____

 Chair

 Recording Secretary

 Date

Approved as to Form

Andrew Naylor  Digitally signed by Andrew Naylor
 Date: 2021.10.25 14:10:14 -07'00' 10-25-21

 County Counsel Date

EXHIBIT C
UPDATED SCOPE OF WORK

EXHIBIT C – AMENDMENT 2
Scope for Civil Engineering Services – Additional Design Services
Ivy Street Improvements
Clackamas County Project: 2019-25 (22239)
October 15, 2021

This scope of work supplements the scope of work already authorized by Clackamas County under agreement 2019-25 for project 22239. Please refer to the scope of work within those amendments for information regarding the project background and understanding.

The original scope and fee is amended as follows:

Schedule:

Underground Power Design: 10/31/2021-12/15/2021

ROW Acquisition: 12/4/2021 – 8/30/2022

Final PS&E (Bid Ready) Submittal: September 2022

Final PS&E Obligation: January 2023

Advertise for Construction: February 2023

DESIGN AND ENGINEERING TASKS

Task 1: Contract Administration – No Change

Task 2: Field Studies and Survey

Modify the following sections for work completed under verbal NTP:

- 2.2 Horizontal Control Survey:** Additional Survey effort due to lack of survey monumentation available. To develop a defensible boundary and ROW establishment it was necessary for our crews to be extra diligent and search beyond what would typically be required if the monumentation existed. This required additional trips to the field to search and recover said monumentation. Due to the complexity and lack of monumentation additional research was required as well as additional office and ROW calculation time that was not anticipated at the time of initial scoping.

- 2.4 Utility Coordination:** Anticipated additional effort to coordinate relocation plans of Direct Link, Wave, NW Natural and Canby Utility Board (CUB). Direct Link fiber relocation is requesting storm design revisions to eliminate conflicts. Underground utility design requires additional coordination with franchise utilities to size and place a joint utility trench.

- 2.6 Traffic Study:** Conduct Roundabout vs Signal analysis, including concept sketch of Roundabout. Conduct additional warrant analysis for sensitivity for predicted future growth in Canby. Initial scoping assumed signal warrants would be met for the currently proposed design year. Multiple scenarios were modeled with differing development patterns in the City to find a scenario where warrants could be met in the near future. None were found and the design was changed to build a flashing yellow warning sign on poles that allows for the future signal

Task 5: Final Design

Modify the following sections:

5.0 Final Design: Add row to Sheet Table:

Franchise Utility Underground & Illumination Design	6
Illumination Detail	1

Add the following sections:

5.6 Franchise Utility Plans (90%, and 100% Bid Ready)

The following tasks will complete the underground franchise utility plans:

- Incorporate the schematic design of conduits and vaults provided by CUB into the construction plans. Consultant will set the alignment and grade of all vaults and conduits to integrate with the design and minimize conflicts. CUB to provide wiring diagrams.
- Assess the effort required for conversion to underground power for each home/business (Minor Conversion or Meter Replacement) and provide a list that includes each impacted property. Assumes any electrical design for conversions will be completed by Contractor.
 - Conduct field visit with County Electrical Inspector to confirm conversions.

5.7 Illuminations Plans (90%, and 100% Bid Ready)

The following tasks will complete the illumination plans:

- Conduct Photometric Analysis for the roadway lighting utilizing City approved lighting materials (30' mounting height, direct bury poles, 4' mast arm, and 84W LED heads)
- Create light installation detail sheet. Lights will be included in the Franchise Utility plan series

Task 6: Right-of-Way and Real Property Acquisition Services

Modify the summary section: (Changes in bold, removals in ~~strikethrough~~)

Consultant shall provide ROW acquisition services following the State of Oregon's Right-of-Way Manual and County policies and procedures. It is assumed a total of **57** ~~60~~ acquisitions are required for the project for which title reports, maps and descriptions, General Information Notice (GIN) letters, limited appraisals and reviews, and acquisition and closing services will be needed. Out of the **57** ~~60~~ acquisitions, it is assumed that as many as **0** ~~35~~ will be acquired with an alternative temporary easement process, **0** ~~20~~ will be acquired using an Administrative Determination of Just Compensation (ADJC) process, **47 will be acquired using Value Finding Appraisals** and **10** ~~5~~ will require appraisals and review appraisals for the acquisition process.

~~The County intends to acquire the temporary construction easements pertaining to the driveway transition only files through an alternative temporary easement process similar to that which is outlined in the 2018 ODOT ROW Manual section 6.325. The County intends to acquire the remaining temporary and permanent easements that lie outside the scope of the alternative temporary easement process and are estimated to be valued less than \$10,000 using an ADJC process. ADJC values will be determined and prepared by County staff through analysis and review of the sales used in the appraisal of a similar zoned property. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of a Value Finding Appraisal will be needed. It is assumed that appraisals will be taking and damage appraisal formats.~~

It is assumed ~~that the permanent acquisitions shall be acquired in the County's name and~~ that there will be no displaced persons and up to (4) personal property moves. It is assumed the Consultant shall attend two (2) project meetings and one (1) ROW Agent shall attend the Public Open Houses. **Permanent acquisitions along Ivy Street will be acquired in the County's name. Permanent acquisitions along side streets will be acquired in the County's name, and will require separate legal descriptions.**

Modify the following sections:

6.3 Right-of-Way Descriptions & Exhibit Maps

Add the following paragraph:

A total of 57 properties are assumed for property acquisition, 18 of them will require 2 legal descriptions and exhibits to separate County and City frontage, for a total of 75 descriptions and exhibits. 60 descriptions and exhibits were originally assumed, the budget for this task is increased for an additional 15 legal descriptions.

6.5 Preliminary Activities: Increase scope to include an additional 27 files, for a total of 57 files.

6.6 Appraisal & Appraisal Review: Increase scope to include 5 additional Appraisal and Appraisal review files, total of 10.

6.7 ROW Acquisition: Increase scope to include an additional 27 files, for a total of 57 files.

Add the following sections:

6.8 ROW Impact Maps: Consultant shall prepare individual ROW Impact Maps for each parcel requiring ROW or Easement Acquisition. Impact maps shall show area of acquisition, dimensions, and physical improvements located on the subject parcel.

6.9 Value Finding Appraisals: A Value Finding Appraisal will be needed for all files that are estimated to be valued below \$10,000.

Consultant shall provide 1 hard copy and 1 digital copy of each Value Finding Appraisal to the County for review. The County shall issue Just Compensation with a notice to proceed with the acquisition.

EXHIBIT D
FEE SCHEDULE



**Clackamas County
South Ivy Rate Schedule
As of August 2021**

Classification	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$278.14
Principal Engineer/Planner	\$233.86
Associate Engineer/Planner	\$202.97
Senior Engineer/Planner	\$164.90
Engineer/Planner	\$128.39
Transportation Analyst	\$110.05
Technician I	\$90.52
Technician II	\$111.64
Senior Technician	\$138.06
Associate Technician	\$163.02
Office Support	\$91.52

** Consistent with the contract, Kittelson may request an increase in rates not to exceed the increase in the CPI, West Urban -All Items annual average.
The percent change as of June 2021 is 6.1%. Kittelson is requesting an adjustment of 3% to cover the remaining term of this contract, through June 30, 2022.*

Ivy Street Improvements
 Clackamas County
 PROFESSIONAL SERVICES - HOURLY BREAKDOWN
 August 5, 2021
 Kittelson & Associates
 Fee Summary - Amendment 2

Task	SL5 - Project Manager AMR	SL5 - Principal Engineer WES	SL7 - Engineer/Planner CEC	SL2 - Engineer SJP	SL1 - Analyst ALK	Tech II BSC	KAI Totals TOTALS	S&F See attached breakdown	Universal Field Services See attached breakdown	Reimbursables	Total
\$ 233,886 \$ 233,886 \$ 128,339 \$ 164,900 \$ 110,005 \$ 111,628											
Task 2.0 Field Investigations, Reports, and Studies											
2.2 Horizontal Control, Monument Rec., and Pre-Con. ROS							\$0.00	\$10,900.00			\$10,900.00
2.4 Utility Coordination											
Utility Meeting	4.00		8.00				\$1,962.56			\$0.00	\$1,962.56
Conflict Report	1.00		8.00				\$1,260.98				\$1,260.98
Subsurface Utility Engineering	4.00		24.00				\$4,016.80				\$4,016.80
Traffic Analysis	4.00	16.00	36.00	36.00		8.00	\$16,128.76			\$0.00	\$16,128.76
Total Hours	15.00	16.00	76.00	37.00	0.00	8.00	152.00				152.00
Labor Cost	\$ 3,507.90	\$ 3,741.76	\$ 9,757.64	\$ 6,101.30	\$ -	\$ 893.12	\$ 24,001.72	\$ 10,900.00	\$0.00	\$0.00	\$34,901.72
Task 5.0 Final Design (60%, 90% & 100% Bid Ready)							\$24,001.72	\$10,900.00	\$0.00	\$0.00	\$34,901.72
5.2 Signal Plans							\$0.00				\$0.00
5.3 Construction Staging Plans & TPAI							\$0.00				\$0.00
5.5 Construction Specifications (90% & 100% Bid Ready)							\$0.00				\$0.00
5.6 Franchise Utility Plans	24.00		60.00		90.00	24.00	\$25,899.90				\$25,899.90
5.7 Illumination Plans		8.00	24.00		48.00	48.00	\$15,993.36				\$15,993.36
Total Hours	24.00	8.00	84.00	0.00	138.00	72.00	326.00				326.00
Labor Cost	\$5,612.64	\$1,870.88	\$10,784.76	\$0.00	\$15,186.90	\$8,038.08	\$41,493.26	\$0.00	\$0.00	\$0.00	\$41,493.26
Task 6.0 ROW Acquisition							\$41,493.26	\$0.00	\$0.00	\$0.00	\$41,493.26
6.3 Right-of-Way Descriptions & Exhibit Maps	4.00		8.00				\$1,962.56	\$16,995.00			\$18,957.56
6.5 Preliminary Activities							\$0.00	\$0.00			\$0.00
6.6 Appraisal & Appraisal Review							\$0.00	\$1,440.00	\$25,750.00		\$27,190.00
6.7 ROW Acquisition							\$0.00	\$93,830.00	\$2,736.00		\$96,566.00
6.8 ROW Impact Maps	6.00		32.00		60.00	24.00	\$14,794.00				\$14,794.00
6.9 Value Finding Appraisals	4.00		4.00				\$1,448.00	\$4,416.00	\$115,000.00		\$120,864.00
6.9C Value Finding Appraisal Review (Contingency)							\$0.00		\$27,600.00		\$27,600.00
Total Hours	14.00	0.00	44.00	0.00	60.00	24.00	142.00				142.00
Labor Cost	\$3,274.04	\$0.00	\$5,648.16	\$0.00	\$6,603.00	\$2,679.36	\$18,205.56	\$16,995.00	\$89,686.00	\$171,085.00	\$295,974.56
Task 7.0 Construction Administration							\$18,205.56	\$16,995.00	\$89,686.00	\$171,085.00	\$295,974.56
PROJECT SUMMARY							\$18,205.56	\$16,995.00	\$89,686.00	\$171,085.00	\$295,974.56
Total Project Hours	53.0	24.0	204.0	37.0	198.0	104.0	621.0	20.0	1,256.0	0.0	1,878.0
Total Salary Cost	\$12,394.56	\$5,612.64	\$28,191.56	\$6,101.30	\$21,789.90	\$11,610.56	\$83,700.54	\$27,895.00	\$89,686.00	\$171,085.00	\$372,369.54
Total Fee	\$12,394.56	\$5,612.64	\$28,191.56	\$6,101.30	\$21,789.90	\$11,610.56	\$83,700.54	\$27,895.00	\$89,686.00	\$171,085.00	\$372,369.54
PROJECT TOTAL							\$372,369.54	\$372,369.54	\$372,369.54	\$372,369.54	\$372,369.54

Ivy Street Improvements
Clackamas County
PROFESSIONAL SERVICES - HOURLY BREAKDOWN
August 5, 2021
S&F Land Services
 mary - Amendment 2

		\$ 170.00	\$185.00	\$ 135.00	\$ 105.00	\$ 95.00					
Task	Project Manager	SL3 - Sr. Engineer	Project Surveyor	Office Technician	CAD Technician	S&F					
	Andrew	RWF	Jared	Shane	Dyllan	TOTALS					
Task 2.0 Field Investigations, Reports, and Studies											
2.2	Horizontal Control, Monument Rec., and Pre-Con. ROS										
	12.00		36.00	20.00	20.00	\$10,900.00					
	12.00	0.00	36.00	20.00	20.00	88.00					
	2,040.00	\$ -	\$ 4,860.00	\$ 2,100.00	\$ 1,900.00	\$ 10,900.00					
	Total Cost This Task										
	\$10,900.00										
6.9C Value Finding Appraisal Review (Contingency)											
6.3	Right-of-Way Descriptions & Exhibit Maps										
	18.00		48.00	71.00		\$16,995.00					
	18.00	0.00	48.00	71.00	0.00	137.00					
	\$3,060.00	\$ 0.00	\$6,480.00	\$7,455.00	\$ 0.00	\$16,995.00					
	Total Cost This Task										
	\$16,995.00										
PROJECT SUMMARY											
	30.0	0.0	84.0	91.0	20.0	225.0					
	Total Project Hours										
	\$5,100.00	\$ 0.00	\$11,340.00	\$9,555.00	\$1,900.00	\$27,895.00					
	Total Salary Cost										
Reimbursables Subtotal											
	\$5,100.00	\$ 0.00	\$11,340.00	\$9,555.00	\$1,900.00	\$27,895.00					
	Total Fee										
	\$27,895.00										
PROJECT TOTAL											
	\$27,895.00										
S&F Total											

Ivy Street Improvements
 Clackamas County
 PROFESSIONAL SERVICES - HOURLY BREAKDOWN
 May 27, 2021
 Universal Field Services

Task	\$96.00 Project Manager Self Hemelstrand	\$68.00 Sr. Right of Way Agent Bob Finnigan	\$68.00 Sr. Right of Way Agent Barry Bliss	\$64.00 Right of Way Agent Jason Knudson	\$50.00 Sr. Title Specialist Debra Rich	\$54.00 Right of Way Agent Brandi Scruton	UFS
Task 6.0 ROW Acquisition							TOTALS
6.5 Preliminary Activities							\$0.00
6.6 Appraisal & Appraisal Review	15.00						\$1,440.00
6.7 ROW Acquisition	260.00	303.00	303.00		26.00	303.00	\$83,830.00
6.8 ROW Impact Maps							\$0.00
6.9 Value Finding Appraisals	46.00						\$4,416.00
Total Hours	321.00	303.00	303.00	0.00	26.00	303.00	1,256.00
Labor Cost	\$30,816.00	\$20,604.00	\$20,604.00	\$0.00	\$1,300.00	\$16,362.00	\$89,686.00
Total Cost This Task							\$89,686.00
PROJECT SUMMARY							
Total Project Hours	321.0	303.0	303.0	0.0	26.0	303.0	1,256.0
Total Salary Cost	\$30,816.00	\$20,604.00	\$20,604.00	\$0.00	\$1,300.00	\$16,362.00	\$89,686.00
Reimbursables Subtotal							\$171,086.00
Task 6.6 Appraisal (5) @ \$3,950							\$19,750.00
Task 6.6 Appraisal Review (5) @ \$1,200							\$6,000.00
Task 6.9 Value Finding Appraisals (46) @ \$2,500 each							\$115,000.00
Task 6.9 (Contingency) Value Finding Appraisal Review (46) @ \$600 each							\$27,600.00
Mileage (60 mile RT, 2 per owner)							\$2,088.00
Miscellaneous (Printing, delivery, etc)							\$650.00
Total Fee	\$30,816.00	\$20,604.00	\$20,604.00	\$0.00	\$1,300.00	\$16,362.00	\$260,774.00
PROJECT TOTAL							