



**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Emerio Design, LLC, for the Eagle Creek/Duus Road Intersection Improvements Project. Contract Value is \$252,158.28. Funding is through the Community Road Fund and System Development Charges. County General Funds are not involved.**

<b>Purpose/Outcome</b>	Execution of Contract #6963 between Emerio Design and Department of Transportation and Development to provide engineering design services for the Eagle Creek Road and Duus Road Intersection Improvements Project
<b>Dollar Amount and Fiscal Impact</b>	Contract value: \$252,158.28
<b>Funding Source</b>	Community Road Fund: \$117,505.76 System Development Charges: 134,652.52
<b>Duration</b>	Contract Execution through December 31, 2024.
<b>Previous Board Action/Review</b>	9/20/22: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Ensure safe, healthy and secure communities" by improving the Eagle Creek & Duus Road intersection.
<b>Counsel Review</b>	Counsel Date: September 6, 2022 Counsel Initials: AN
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Mike Ward, Civil Engineering 503-742-4688
<b>Contract No.</b>	6963

**BACKGROUND:** Growth in the Estacada area near the project has identified the Eagle Creek and Duus Road intersection as not meeting future standards because of the increase in congestion. Based on traffic studies, this project will install turn lanes to mitigate the forecasted congested. An increase to the capacity of the intersection allows the use of System Development Charges at a rate of 53.4 percent matched by 46.6 percent of Community Road Funds.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on December 28, 2021. Proposals were publicly opened on February 3, 2022. The County received two (2) responses: Century West Engineering Corporation, and Emerio Design. An evaluation committee of DTD personnel evaluated the proposals. The evaluation committee scored Emerio Design the highest. Following the intent to award, the scope of work and project design fees were negotiated and finalized.

**RECOMMENDATION:** Staff respectfully recommends that the Board approve and sign this professional services contract with Emerio Design, for the Eagle Creek/Duus Road Intersection Improvements Project.

Respectfully Submitted,

*Mike Ward*

Mike Ward,  
Civil Engineer  
Department of Transportation and Development

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #6963**

This Personal Services Contract (this “Contract”) is entered into between **Emerio Design, LLC** (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its 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, 2023**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Eagle Creek/ Duus Rd Intersection Project** management, survey, environmental and stormwater/hydraulic services, 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 services (“Work”) further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Fifty-Two Thousand One Hundred Fifty-Eight Dollars and Twenty-Eight Cents (\$252,158.28)**, 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: Mike Ward  
[MWard@clackamas.us](mailto:MWard@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: Riad Alharithi Phone: 503-746-8812 Email: <a href="mailto:riad@emeriodesign.com">riad@emeriodesign.com</a>	County Administrator: Mike Ward Phone: 503-742-4688 Email: <a href="mailto:MWard@clackamas.us">MWard@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 the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and 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.

Emerio Design LLC

Clackamas County

 09/06/22  
Authorized Signature Date  
Riad Alharithi, PE, PMP  
Name / Title (Printed)

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

362683-99  
Oregon Business Registry #

Recording Secretary

DLLC/Oregon  
Entity Type / State of Formation

APPROVED AS TO FORM

 09/06/2022  
County Counsel

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

# Exhibit A

## INTRODUCTION

Contractor will provide project management, survey, environmental studies and permitting services, stormwater, and hydraulic services, 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 for the “Duus Rd / Eagle Creek Rd Intersection Project,” as further defined herein (the “Work”).

## BACKGROUND

The intersection of Eagle Creek Road with Duus Road has been identified as a high priority improvement through the Community Road Committee process. Vehicular speeds along Eagle Creek have the 85<sup>th</sup> percentile of 55mph, which can cause safety concerns making turning movements both from and onto Eagle Creek Rd. The geometry of Eagle Creek Rd at Duus Rd also limits visibility for vehicles entering from Duus Rd. The addition of turn lanes and changes to the geometry may be necessary for this location.

The County has secured Community Road Funds to relocate the intersection and add turn lanes.

## PROJECT UNDERSTANDING

This project will improve the Eagle Creek Rd and Duus Rd intersection by adding turns lanes, increasing sight distance, and lighting the intersection as needed.

### **Project Limits:**

Five hundred feet in each direction on Duus Road from the intersection and 1,000 feet in each direction on Eagle Creek Road from the intersection.

### **Lane Configuration and Geometry:**

The north and west legs of the intersection would have three lanes, one receiving and one for each direction of travel. The south leg would have two lanes, one sending and one receiving.

### **Stormwater Management:**

Best Management Practices (BMP's) and Low Impact Development Approaches (LIDA) to be utilized per Water Environment Services (WES) design standards as adopted and modified by the Clackamas County Department of Transportation and Development.

### **Lighting:**

Lighting of the intersection utilizing available poles to the extent possible.

### **Franchise Utilities:**

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

**Landscaping:**

Grass seed shall be shown to match existing landscaping beyond improvements. Trees and shrubs may be needed for stormwater management facilities.

**Public Involvement and Outreach:**

Public involvement will consist of providing information for the County's website, developing a flyer to be mailed, attending an online community open house, Community Planning Organization meetings, and in-person meetings with adjacent property owners.

**Right of Way (ROW):**

Assumed 5 files for ROW and easement maps and descriptions shall be required; the County will perform appraisal/appraisal review, negotiations and acquisition work related to needed permanent and temporary ROW easements.

# SPECIFIC SCOPE OF SERVICES

## Summary of Work

Consultant will provide the following Work: Project management, survey, environmental and stormwater/hydraulic services, 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 Environmental Reconnaissance and Permitting
- Task 4.0 Stormwater / Hydraulics Related Services
- Task 5.0 Utility Coordination
- Task 6.0 Geotechnical and Geologic Services (RESERVED)
- Task 7.0 Traffic Engineering and Management
- Task 8.0 Preliminary Design (30%)
- Task 9.0 Public Involvement/Outreach (RESERVED)
- Task 10.0 Final Design (60%, 90%, and 100% Bid Ready)
- Task 11.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions
- Task 12.0 Bid and Award Assistance

The duration of the design of this project is assumed to be from July 2021 through December 2023 for the completion of design and right-of-way tasks. Bidding and Construction will occur between January 2024 and February 2024. 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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**NOTE:** Construction management services are not included as part of this RFP and will not be included in the consultant contract for this project. The County may, at its discretion, decide to hire the successful proposer for these services under a separate, future contract.

## Task 1.0 Project Management and Project Coordination

### 1.1 Project Management

Consultant shall:

- Prepare and maintain a contract and task decision log documenting all proposed changes to the project (i.e., change orders and notices to proceed) as well as the proposed schedules and deliverables.
- Complete Subconsultant management tasks as defined in the attached Subconsultant scope of services.

- Prepare monthly invoices and progress reports. The consultant assumes a 16-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 online or in-person coordination meetings (1 hour each) shall be held during the design phase of the project (a 16-month time frame for a total of up to 3 meetings). Meetings to be held at County offices or online. Up to 2 consultant personnel are expected to attend each meeting. Consultant shall prepare agenda in advance of quarterly meetings.
- A total of up to 3 telephone/web conference calls with the Project Team (1 hour each). Up to 3 consultant personnel are expected to connect into each meeting.
- Consultant shall prepare a project schedule at the onset of design. Periodic updates shall be provided if the project design falls behind schedule.

### **Assumptions:**

### **Deliverables:**

- Contract/Task Decision Log
- Monthly Invoices and Progress Reports
- Initial Project Schedule with Periodic Updates
- Meeting Agendas for In-Person 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.

- Features to be shown include trees six inches or more in diameter (dbh), ornamental trees, utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of the pavement, ditches, traffic and other permanent signs, and structures as accessible.
- Underground features such as utility line sizes, rim elevations, invert elevations, fuel tanks, wells, septic tanks, and drain fields shall be shown as indicated by surface features and other information including as-built drawings and utility company data. Consultant assumes County shall vacuum clean all structures prior to survey fieldwork.
- Existing striping shall be located where needed to design the project striping.
- All significant features within 50 feet of the existing ROW (or up to the face of the building, whichever is closer) shall be tied.
- Photos of site conditions shall also be taken.
- 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. Closed-loop differential level measurements shall run through all of the on-site Control.

The project limits shall include:

- Eagle Creek Road 1,000 ft to the northwest and southeast of the intersection with Duus Road.
- Duus Road 500 ft north of the intersection with Eagle Creek Road. (Contingency to add the additional hours to go further as needed).

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

## **2.2 Horizontal Control, Monument Recovery, and Pre-Construction Record-of-Survey**

Consultant shall:

- Retrace all existing ROW within the project corridor. Consultant shall search all survey records on file with Clackamas County, to reestablish existing centerlines of each ROW.
- Research deeds and Record Surveys, including but not limited to all property surveys, county road surveys, original county road resolutions, public land corner surveys, and Donation Land Claim (DLC) surveys.
- Keep all 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 datasheets Consultant's Project file. The consultant shall provide all 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 the Consultant's ROW retracement. Consultant shall prepare and file a Pre-Construction Record of Survey conforming to all 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.
- Prepare a ROW survey for Eagle Creek Road and Duus Road. Show the project centerline and existing centerlines, property owner's name, tax lot numbers, existing and proposed ROW lines, and proposed permanent and temporary easement lines.

### **Assumptions:**

### **Deliverables:**

- Base maps drawings in AutoCAD and PDF
- Record for construction to be filed at the county

## **Task 3.0 Environmental Services**

Consultant shall complete necessary field and literature investigations to provide the County environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following County and Consultant's written agreement on cost and receipt of NTP from County:

- Hazardous Materials Study and Services
- Wetland/Waters of the U.S./State Fieldwork and Determination Memo
- Wetland/Waters of the U.S./State Delineation Report (CONTINGENCY)

- USACE/DSL Joint Permit Application and DEQ 401 Certification (CONTINGENCY)
  - Archaeological Resources Literature Review/Field Reconnaissance/Baseline Report (CONTINGENCY)
  - Phase 1 Archaeological Investigation with Technical Report (CONTINGENCY)
  - Historic Resources Baseline Report (CONTINGENCY)
  - Surface and Subsurface Soil Samples (CONTINGENCY)

For all of Task 3, the Project Area is the same as described in Section A of this SOW unless otherwise noted and described in specific Task 3 subtasks.

County is responsible for obtaining all Rights-of Entry (“ROE”). Consultant shall not conduct any fieldwork outside of County ROW and/or property until all ROEs for private property have been obtained and are in field staff’s possession.

### **3.1 Wetland and Water Resources (RESERVED)**

#### **3.1.1 Wetland/OHW Field Investigation**

Consultant shall conduct wetland/waters delineation fieldwork to identify the jurisdictional boundaries of any wetlands and/or waters that occur within the Project Study Area (PSA). Prior to the field investigation, Consultant will conduct a review of publicly available information necessary to determine the presence of wetlands onsite. This information includes National Wetland Inventory (NWI) data, NRCS county soil survey data, and aerial imagery. The field investigation will be performed to identify the extent of jurisdictional wetlands and waterways in the study area. Best professional judgement will be used to determine whether wetlands and/or waters are potentially jurisdictional at either the state level, or both the state and federal levels. The boundaries of wetlands shall be delineated based on the presence of wetland hydrology, hydric soils, and hydrophytic vegetation, in accordance with the “Routine On-site” determination methodologies of the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0). The boundaries of waters will be delineated based on ordinary high water mark (OHWM) elevation in accordance with U.S. Army Corps of Engineers (Corps) and Oregon Department of State Lands (DSL) guidelines. All wetland and waters boundaries shall be flagged with pin flags and/or plastic flagging and labeled alpha-numerically in the field so they are clearly identifiable to the surveyors.

Representative photographs will be taken throughout the study area to support findings. After surveying the Consultant will create a CAD file of the wetland and waters boundaries for use by the design team.

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

#### **Assumptions:**

- The County will provide site access prior to the field investigation;

#### **Deliverables:**



Consultant shall provide:

- Wetland Memorandum

### **3.1.2 Wetland Delineation Report (RESERVED)**

### **3.1.3 Oregon DSL Removal-Fill Permit Application (Joint Permit Application/JPA) (RESERVED)**

### **3.1.4 Functional Assessments (RESERVED)**

### **3.1.5 Wet Land Mitigation (RESERVED)**

### **3.1.6 Buffer Tree Removal Mitigation (RESERVED)**

### **3.2 Fish passage designs based on design criteria from ODOT, NMFS, and SLOPES V (RESERVED).**

### **3.3 Permits Applications**

### **3.4 Historical and archaeological Baseline surveys (RESERVED)**

### **3.5 Archaeological Phase 1 Study and Report (RESERVED)**

### **3.6 HAZMAT Study**

#### **3.6.1: Level 1 Hazardous Material Corridor Assessment**

Consultant shall perform the HMCS within the Project area of project impact (“API”) and according to accepted environmental procedures as outlined in the Hazardous Waste Guide for Project Development (1990), by the *American Association of State Highway and Transportation Officials (AASHTO)* Special Committee on Environment, Archaeology and Historic Preservation, and the ODOT Hazardous Materials Program Procedures Guide (July 2020) available on the Agency website at:

[https://www.oregon.gov/odot/GeoEnvironmental/Docs\\_GeologyGeotech/HazMat\\_Program\\_Manual.pdf](https://www.oregon.gov/odot/GeoEnvironmental/Docs_GeologyGeotech/HazMat_Program_Manual.pdf)

Consultant shall prepare the HMCS report per the most recent version of the Agency Level 1 Hazardous Materials Corridor Study report template.

Consultant shall:

- Review available federal and State environmental records for hazardous waste generators, documented leaking or permitted underground storage tanks (“USTs”), sites with known or suspected releases, landfill sites, and Superfund sites using government web-based databases or using a commercial database search report. Consultant shall use the search radii set forth in the table below for these database searches:

<b>Database Record</b>	<b>ASTM Search Radius (Miles)</b>
Environmental Cleanup Site Information System (ECSIS)	0.5
Oregon Permitted Landfills	0.25
Leaking Underground Storage Tanks (LUSTs)	0.25
Registered Underground Storage Tanks (USTs)	Site and Adjoining
OSFM Hazardous Substance Incidents	Site and Adjoining
RCRA Generators	Site and Adjoining

- Review DEQ files for all sites that could impact the Project Corridor to determine the nature and extent of contamination.
- Conduct a site reconnaissance of the Project API that consists of systematically traversing the Project API and viewing adjacent properties from roadways and public access areas. PBS will include photographs documenting Project API observations in the HMCS Report. PBS will use the reconnaissance to identify potential sources of contamination that could impact the proposed Project during construction or that could result in local Agency acquiring contaminated property.
- Conduct historical research to assess past uses of the Project API and adjacent properties, going back a minimum of 50 years (or to first development), if possible, and at 10-year intervals to present time. PBS will note data gaps in the HMCS report and will make recommendations for additional research if the historical resources are insufficient in describing the Project API land use history for the last fifty years. The historical research will include a review of historic aerial photographs and at least one or more of the following:
  - Sanborn Fire Insurance maps
  - Historic property ownership/occupancy records
  - Interview available key Agency personnel familiar with the site history
  - Chain-of-ownership documents if provided by Agency
- Prepare an AASHTO Initial Site Assessment Checklist according to AASHTO guidelines. PBS will incorporate the checklist into the HMCS Report.
- Prepare a draft and final HMCS Report to include a description of field observations, information from state and federal environmental databases, DEQ file review information, historic land use; a scaled map showing the location of all identified potential sources of contamination (as applicable), photographs, copies of historic data, copies of state and federal databases, and any other relevant documentation. The Report will include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work and recommendations for further investigation or remediation. PBS will use the Agency's report template to structure the Report.

The HCMA report will include conclusions and recommendations, as well as cost estimates for any further assessment that may be recommended. A draft HCMA report will be provided to the client for review and comment.

**Assumptions:**

- Level 2 HMCS will not be required.

**Deliverables:**

- Draft and final HMCS reports.

**Task 4.0 Stormwater / Hydraulics Related Services****4.1 Drainage & Water Quality/Quantity Studies****4.1.1 Existing Stormwater System Review and Downstream Analysis**

Consultant shall:

- Review drainage basins and available capacity in the downstream systems.
- Review capacity of existing conveyance systems within project limits including those that are located within adjacent streets ROW.

**4.1.2 Stormwater Management Concept Plan**

Consultant shall:

- Prepare a concept stormwater management plan that includes options for stormwater collection and conveyance to existing and proposed systems.
- Evaluate up to three (3) water quality and detention alternatives. Develop a conceptual cost estimate comparison between a Low Impact Development Approaches (LIDA) facility for water quality and detention and other similar BMP alternatives.

**4.1.3 Stormwater Design Documentation**Preliminary Stormwater Memorandum

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

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

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

### Final Stormwater Design Report

Consultant shall prepare a final stormwater report for project that shall be submitted with 60% plans. The purpose of this report is to develop design documentation for final stormwater designs. Significant facilities include, but are not limited to, any of the following:

- Storm drain conveyance ditches
- Storm drain systems with pipes 12 inches or larger in diameter,
- Stormwater quality facilities, and
- Stormwater control facilities (detention, retention, infiltration, split-flow structures, etc.)

Stormwater design report will describe in detail the facilities following approval of the Preliminary Stormwater Report. This report provides facility design information such as the type, size, location, critical dimensions, and features. The Stormwater Design Report shall be completed after the advance plans and concurrently with the preparation of the final plans.

Consultant shall prepare a Final Stormwater Design Report in accordance with the Clackamas County Roadway Standards. The facility design(s) incorporated in the final plans should comply with the information in the stormwater report unless approval for any change has been obtained from the engineer of record for the Stormwater Design Report. The report is expected to have the following sections:

- 1) **Cover Sheet and Index** - The report cover sheet includes the title, the Project name, the roadway name and number, the beginning and ending mile points. This information will match with the data provided on the title sheet for the plans. The cover sheet will carry the seal of the engineer of record.
- 2) **Project Overview** - including the following:
  - a. Project description, including the overall Project scope, including the need for the Project.
  - b. Purpose of the study, including a brief description of the facility design objectives, including the source of the objectives (i.e. environmental regulations, local drainage requirements such as drainage master plans, liability concerns, etc.). This topic will be discussed in more detail in the body of the report. This discussion also includes the following.
    - i. Statement that the design objectives have been met.
    - ii. Explanation about why any design objectives have not been met, if this is the case.
  - c. Key issues affecting Project scope, need, or design.
  - d. Summary of the results, as would be desired by a casual reader of the report, including abbreviated tables of pipe sizes and other facilities for quick reference.
- 3) **Background Information** - including information about the existing conditions and factors influencing the design. It includes the following.
  - a. Watershed characteristics, both pre-construction, post-construction, and at the level of buildout expected at the end of the facility design life. Topics to be discussed are drainage area sizes, land uses, and other characteristics affecting drainage.
  - b. Project area characteristics, with emphasis on the drainage systems.
    - i. Pre-construction conditions.

- ii. Description of the existing drainage facilities.
    - iii. Description of existing drainage problems if present.
    - iv. Condition of the existing system.
    - v. Post-construction conditions, including a description of the proposed facilities.
  - c. The outfall, including the following.
    - i. Description of the outfall, including condition.
    - ii. Discharges expected at the outfall in the pre-construction, post-construction, and buildout at end of design life land use conditions.
    - iii. Discussion of the ability of the outfall to satisfactorily convey the three previously listed discharges.
  - d. Utilities, including the following.
    - i. Summary of the utility location information available and used in the design. Mention the limitations of the utility location data. Mention if utilities are present, there may be conflicts, and the utility locations are not known.
    - ii. Description of any utilities that affected the design, their effects, and how the effects were addressed in the design.
  - e. Investigations, including the following.
    - i. Research/previous studies used in the design should also be referenced.
    - ii. Site reconnaissance used to collect design data should be mentioned.
- 4) **Design** - including detailed design information.
  - a. Design criteria, mentioning all criteria used in the design. References are made to published material available externally, and also to correspondence and other material retained in the supporting data file.
  - b. Analysis methods used in the design, including the following.
    - i. Hydrology, including method used, with assumptions.
    - ii. Hydraulics, including method used, with assumptions.
  - c. Narrative and calculations used in the design. Summary of the design calculations will be included in this section, and references are made to detailed information in the supporting data. Include a separate subsection for each facility or system.
- 5) **Recommended Maintenance Summary** - Maintenance is addressed in a “Maintenance Summary Memorandum”.

**Assumptions:**

**Deliverables:**

- Concept Management Plan With Cost Estimate Comparison
- Concept Stormwater Drainage Memorandum
- Preliminary Stormwater Report
- Final Stormwater Design Report
- Operations & Maintenance Manual

**Task 5.0 Utility Coordination**

**5.1 Utility Coordination**

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

by the utility companies. Once “potholing” data is obtained and mapped, the Consultant shall incorporate the data into any plan changes.

Consultant shall:

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

## **Assumptions:**

### **Deliverables:**

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

## **Task 6.0 Geotechnical and Geologic Services (RESERVED)**

## **Task 7.0 Traffic Engineering and Management**

### **7.1 Traffic Analysis**

Consultant shall:

- Obtain or collect weekday AM and PM peak hour turning movement traffic counts at the intersections of Eagle Creek Road and Duus Rd.
- Obtain or collect weekday 24-hour traffic counts for vehicle speed, volume, and classification along the Eagle Creek Road and Duus Road. On Eagle Creek Road, speeds shall be collected for vehicles approaching the intersection from each direction. Speed data is not necessary on Duus Road since all traffic must stop at the intersection.
- Obtain and review travel demand forecasts within the project area from the County. Estimate future year weekday AM and PM peak hour traffic volumes at the intersections of Eagle Creek Road and Duus Rd.
- Conduct analysis of Manual on Uniform Traffic Control Devices (MUTCD) traffic signal and stop sign warrants based on current and future-year traffic conditions.

- Conduct a level-of-service and queuing analysis of future weekday AM and PM peak hour conditions to determine recommended lane configuration, and storage length needs at the intersection. This may include analysis of two or three configurations for consideration.
- Prepare a summary technical memorandum describing the key findings and recommendations.

### **Assumptions:**

### **Deliverables:**

- Draft and final traffic analysis data and technical analysis memorandum, summarizing findings.

## **7.2 Lighting Analysis & Design**

Consultant shall:

- Prepare a lighting analysis to examine illumination of the intersection, using existing poles to the extent possible. The analysis will include design recommendations for light locations, fixture types, and mounting height.

### **Assumptions:**

### **Deliverables:**

- Design narrative for recommended street lighting, including concept-level drawing.

## **Task 8.0 Preliminary Design (30%)**

### **8.1 Design Criteria**

Consultant shall prepare draft and final list of design criteria. Design criteria shall be consistent with AASHTO's A Policy on Geometric Design of Highways and Streets; Clackamas County Transportation System Plan (TSP), and Clackamas County Roadway Standards. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway design elements of the Project. This includes the following:

- Determine design speed
- Determine sight distance considerations
- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of travel lanes
  - Shoulders
  - Guardrail criteria and length of need
  - Retaining wall types and design parameters
  - Culvert types and design parameters
  - Stream preservation/restoration criteria
- Street illumination needs and potential for using existing poles for new lighting

### **8.2 Stormwater Management Concept Alignment and Grade (30% submittal)**

Based on the storm drainage report, the Consultant shall develop conceptual drainage layout and profile grades for the preferred conveyance, water quality and detention alternatives. This shall validate the

stormwater conveyance locations and profiles of the storm system. This shall also provide locations of potential utility conflicts and potholing needs.

### **8.3 Construction Estimate**

Consultant shall provide quantities and 30% construction cost estimate.

### **8.4 Design Memorandum**

Consultant shall provide a brief 30% draft and final design memorandum, summarizing alternatives considered and the recommended alternative.

### **8.5 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 three (3) design exceptions will be required.

### **Assumptions:**

- The County will provide as-built CAD files of recent construction projects.

### **Deliverables:**

- Draft design criteria electronically (one electronic copy in PDF form)
- Final design criteria electronically (one electronic copy in PDF form)
- Cost Estimate (one electronic copy in PDF form and one copy in Excel form)
- Draft and Final Design Memorandum (one electronic copy in PDF form)
- Draft and Final Design Exceptions

### **Task 9.0 Public Involvement/Outreach**

The Consultant shall assist the County's community and government relations specialist with preparation of documents to be distributed or made available to the general public on the County's website or at meeting.

Tasks related to public involvement include:

- Coordinating with the County's community relations specialist, County and County staff.
- Preparing one flyer, to be produced in both English to be mailed and otherwise provided to area businesses, residents and stakeholders. The County will develop the distribution list and distribute the flyers.
- Providing information boards in English to be determined by the county, utilizing content from the flyer, to be used during one public and/or online meeting/open house and meetings with Community Planning Organizations (CPOs), other community organizations and, as needed, small group discussions.
- Providing project graphics and information, in English for inclusion on the County's project website.

### **Assumptions:**

- County will coordinate the relationship with adjacent property owners and with the general public.
- County will Maintain and manage the public involvement mailing list and project press releases.

### **Deliverables:**

- 1 Flyer (in English)
- Public meeting information boards (in English)



- Project graphics and information for County project website (in English)

## **Task 10.0 Final Design (60%, 90% and 100% Bid Ready) -Plans, Specifications, and Estimate (PS&E)**

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

Consultant shall:

- Conduct strategy work sessions both in person and on the telephone to keep the project team informed about issues, decisions, and impacts.
- Conduct 30%, 60% and 90% design work sessions with County staff.
- Complete engineering drawings for submittal to the County at 60%, 90%, and 100% milestones and perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities. Provide response to comment/response logs for 60%, 90% and 100% submittals. All plans will be drafted with the latest version of AutoCAD software and the final CAD drawings provided through a FTP site or on a CD.
- Provide relevant plan drawings that include at a minimum title, typical sections, erosion control plans, stormwater plans, landscaping plans, construction staging, temporary traffic control, signing and pavement marking, culvert plans and details, retaining wall plans and profiles, guardrail plans, street lighting plans utilizing existing poles as necessary, standard details, and other required drawings for submittal to County for review.
- Calculate quantities and develop an engineer's construction cost estimate and construction schedule for submittal at each plan development milestone (60%, 90%, 100%).
- Prepare relevant sections of special provisions 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).

### **Deliverables:**

- 60%, 90%, and 100% Engineering Drawings (11”X17”), 90% and 100% Special Provisions and Bid Schedule, *documentation* of 60%, 90% and 100% review comment/response logs, Engineer's Estimate, final technical reports, changes to documents for Addenda (up to two), if any.

## **Task 11.0**

### **11.1 Right-of-Way and Real Property Acquisition Services (RESERVED)**

### **11.2 Right-of-Way Research (RESERVED)**

### **11.3 Right-of-Way Strip Map and Impact Maps**

Consultant shall develop a ROW strip map and impact maps 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 impact maps shall be updated as construction plans are updated and produced. File numbering for the acquisitions will be reviewed and approved by County Right-of-Way Manager or Designee. Up to 5 files are assumed.

- 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.)

#### **11.4 Right-of-Way Descriptions & Exhibit 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 to be used by County with their Resolution of Necessity for the project. 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:
  - Descriptions 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 for Road Purposes Easement, Permanent Slope Easement, Permanent Public Utilities 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. 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.
  - 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).

#### **11.5 Right-of-Way Staking**

Consultant shall:

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

## 11.6 Preliminary Activities (RESERVED)

## 11.7 Appraisal and Appraisal Review (RESERVED)

## 11.8 ROW Acquisition (RESERVED)

### Assumptions:

### Deliverables:

*11.2* Right-of-Way Impact Maps (5 impact maps and one overall strip map)

*11.3* Right-of-Way Descriptions (5 maps and descriptions)

*11.4* Right-of-way Staking (5 files)

## Task 12.0 Bid and Award Assistance

This task includes the preparation of 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.

### 12.1 Questions During Bidding

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.

Consultant shall, during the bidding process, assist the County with the communications with Construction Contractors and suppliers 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 conversations and questions asked by construction contractors or suppliers and the answers provided to the County. Consultant shall maintain the written log in the project file and provide upon request of the CPM.

### Assumptions:

It is assumed for the purpose of developing this proposal that a pre-bid meeting will not be conducted. An allowance for two bid addenda is to be provided for.

### Deliverables:

#### Consultant Deliverables

Written log of conversations, questions, and answers, provided to the CPM upon request.

## WORK SCHEDULE

Consultant will perform the Work in accordance with the following schedule:

### Item

### Date

Notice to Proceed for Consultant (Estimated)

September 2022

Final 30% Technical Memorandum

January 2023

Submit Final ROW Exhibit Maps and Descriptions

March 2023

Submit Final PS&E

September 2023

Solicit Construction Bids

November/December 2023

Begin Construction

May 2024

**EXHIBIT B  
FEE SCHEDULE**



Duus Road - Clackamas County Project	Emerio Design									Lancaster Mobley			PBS							NNA Landscape Architect			Summary				
	\$268.27	\$176.70	\$145.70	\$99.20	\$148.80	\$136.40	\$175.00	\$117.80	\$108.50	Labor	\$250.00	\$125.00	\$110.00	Labor	\$190.00	\$180.00	\$155.00	\$115.00	\$100.00	\$105.00	\$100.00	Labor		\$150.00	\$120.00	\$89.00	Labor
	Design				Surveying					Cost	Traffic Control			Cost	Environmental							Cost		Landscape Architecture			Cost
	Civil Senior Project Manager VIII	Civil Project Engineer VI (3)	Civil Project Engineer VI (2)	Civil Designer I	Survey Project Manager VII	Sr. Survey Tech III (3)	2-Person Field Crew	Survey Tech III (1)(CAD)	Project Accountant	Cost	Principal in Charge QA/QC Reviewer	Transportation Designer	Transportation Analyst	Cost	Senior Water Resources Engineer	Senior Project Manager V	Senior Scientist	Project Scientist	Staff Scientist II	Writer/Editor	Project Administrator	Cost	Sr. Landscape Architect	Landscape Architect	Landscape Designer	Cost	Sub-Total
8.1 Design Criteria	1	2	4							\$1,204.47				\$0.00													\$1,204.47
8.2 Stormwater Management Concept Alignment and Grade (30%)	2	2	25	80						\$12,468.44				\$0.00													\$12,468.44
8.3 Construction Estimate	2	8	16							\$4,281.34				\$0.00													\$4,281.34
8.4 Design Memorandum	1	4	8							\$2,140.67				\$0.00													\$2,140.67
8.5 Design Exceptions	2	4	8							\$2,408.94				\$0.00													\$2,408.94
<b>Subtotal:</b>	<b>8</b>	<b>20</b>	<b>61</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$22,503.86</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$22,503.86</b>
<b>Task 9.0 - Public Involvement/Outreach</b>																											
Meetings with Property owners	6	2	2							\$2,254.42				\$0.00													\$2,254.42
<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$2,254.42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$2,254.42</b>
<b>Task 10.0 - Final Design (60%, 90%, and 100% Bid Ready)</b>																											
10.1 60% Design										\$0.00				\$0.00													\$0.00
10.1.1 Design Work Sessions with County Staff	2	2								\$889.94				\$0.00													\$889.94
10.1.2 Engineering Drawings	6	35	131							\$20,789.32				\$0.00													\$20,789.32
10.1.3 QC	2	4	8							\$2,036.94				\$0.00													\$2,036.94
10.1.4 Fix-Up	2	4	50							\$6,203.34				\$0.00													\$6,203.34
10.1.5 Quantities	2	10	20							\$4,287.54				\$0.00													\$4,287.54
10.1.6 Comment Response Log		6	20							\$3,044.20				\$0.00													\$3,044.20
10.2 90% Design										\$0.00				\$0.00													\$0.00
10.2.1 Design Work Sessions with County Staff	2	2								\$889.94				\$0.00													\$889.94
10.2.2 Engineering Drawings	4	54	114							\$21,923.68				\$0.00													\$21,923.68
10.2.3 QC	2	8	4							\$2,346.94				\$0.00													\$2,346.94
10.2.4 Fix-Up	2	8	46							\$6,513.34				\$0.00													\$6,513.34
10.2.5 Quantities	2	20	10							\$5,062.54				\$0.00													\$5,062.54
10.2.6 Comment Response Log		10	16							\$3,354.20				\$0.00													\$3,354.20
10.3 100% Design										\$0.00				\$0.00													\$0.00
10.3.1 Design Work Sessions with County Staff	2	2								\$889.94				\$0.00													\$889.94
10.3.2 Engineering Drawings	4	34	80							\$15,016.88				\$0.00													\$15,016.88
10.3.3 QC	2	6	6							\$2,191.94				\$0.00													\$2,191.94
10.3.4 Fix-Up	2	10	30							\$5,279.54				\$0.00													\$5,279.54
10.3.5 Quantities	1	5	10							\$2,143.77				\$0.00													\$2,143.77
10.3.6 Comment Response Log		2	5							\$849.40				\$0.00													\$849.40
<b>Subtotal:</b>	<b>37</b>	<b>222</b>	<b>0</b>	<b>550</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$103,713.39</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>\$103,713.39</b>
<b>Task 11.0 Right-of-Way Research, Descriptions, Appraisals, and Acquisitions</b>																											
11.1 Right-of-Way and Real Property Acquisition Services										\$0.00				\$0.00													\$0.00
11.2 Right-of-Way Research										\$0.00				\$0.00													\$0.00
11.3 Right-of-Way Strip Map and Impact Maps (Emerio Survey)					12		12			\$3,199.20				\$0.00													\$3,199.20
11.4 Right-of-Way Descriptions & Exhibit Maps (Emerio Survey)					12		12			\$3,199.20				\$0.00													\$3,199.20
11.5 Right-of-Way Staking (Emerio Survey)						4	10			\$2,295.60				\$0.00													\$2,295.60
11.6 Preliminary Activities										\$0.00				\$0.00													\$0.00
11.7 Appraisal and Appraisal Review	0									\$0.00				\$0.00													\$0.00
11.8 ROW Acquisition										\$0.00				\$0.00													\$0.00
Direct Cost										\$0.00				\$0.00													\$0.00
<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>10</b>	<b>24</b>	<b>0</b>	<b>\$8,694.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>\$8,694.00</b>
<b>Task 12.0 - Bid and Award Assistance</b>																											
12.1 Questions During Bidding	2	5	5							\$2,148.54				\$0.00													\$2,148.54
<b>Subtotal:</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$2,148.54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>\$2,148.54</b>
<b>Task 13.0 Landscape Architecture</b>																											
Develop CAD base and sheet set from provided survey information and CAD elements																								1	4		\$476.00
13.1 30% Phase																											\$0.00
13.1.1 30% Planting Plans																							1	3	8		\$1,222.00
13.1.2 30% Specifications																								1	3		\$387.00
13.1.3 30% Estimate																								1	4		\$476.00
13.2 60% Work																											\$0.00
13.2.1 60% Planting Plans																							1	2	8		\$1,102.00
13.2.2 60% Specifications																							1	1	3		\$537.00
13.2.3 60% Estimate																								1	4		\$476.00
13.3 90% Work																											\$0.00

Duus Road - Clackamas County Project	Emerio Design									Lancaster Mobley			PBS							NNA Landscape Architect			Summary									
	\$268.27	\$176.70	\$145.70	\$99.20	\$148.80	\$136.40	\$175.00	\$117.80	\$108.50	Labor	\$250.00	\$125.00	\$110.00	Labor	\$190.00	\$180.00	\$155.00	\$115.00	\$100.00	\$105.00	\$100.00	Labor	\$150.00	\$120.00	\$89.00	Labor	Sub-Total					
	Design				Surveying						Traffic Control				Environmental								Landscape Architecture									
Civil Senior Project Manager VIII	Civil Project Engineer VI (3)	Civil Project Engineer VI (2)	Civil Designer I	Survey Project Manager VII	Sr. Survey Tech III (3)	2-Person Field Crew	Survey Tech III (1)(CAD)	Project Accountant	Cost	Principal in Charge QA/QC Reviewer	Transportation Designer	Transportation Analyst	Cost	Senior Water Resources Engineer	Senior Project Manager V	Senior Scientist	Project Scientist	Staff Scientist II	Writer/Editor	Project Administrator	Cost	Sr. Landscape Architect	Landscape Architect	Landscape Designer	Cost							
13.1 90% Planting Plans																											1	2	6	\$924.00	\$924.00	
13.2 90% Specifications																												2	2	3	\$807.00	\$807.00
13.3 90% Estimate																													1	3	\$387.00	\$387.00
13.4 100% Work																															\$0.00	\$0.00
13.4.1 100% Planting Plans																															\$626.00	\$626.00
13.4.2 100% Specifications																															\$657.00	\$657.00
13.4.3 100% Estimate																															\$209.00	\$209.00
13.5 Meetings																															\$0.00	\$0.00
13.5.1 Attend meetings, budget (2) 2 hr meetings in person or online																															\$480.00	\$480.00
13.6 Bidding																															\$0.00	\$0.00
13.6.1 Assist with answering bidder questions / Addenda prep																															\$924.00	\$924.00
<b>Subtotal:</b>	0	0	0	0	0	0	0	0	0	\$0.00				0	0	0	0	0	0	0	0	\$0.00	0	0	9	25	60	\$9,690.00	\$9,690.00			
<b>Non-Contingency Subtotal:</b>	58.0	360.0	263.0	630.0	50.0	12.0	89.0	117.0	22.0	\$ 223,062.58			9.0	10.0	36.0	\$ 9,358.00		-	3.0	11.0	27.0	34.0	4.0	2.0	\$ 10,047.70		9.0	25.0	60.0	\$ 9,690.00	\$ 252,158.28	





# COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Document Title:

After filing please return to: \_\_\_\_\_

County Admin

Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_