



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 Hart Crowser, Inc. for the
Transportation Earthquake Preparation and Response Plan Project**

Purpose/Outcome	Contract will update the County’s understanding of the earthquake vulnerabilities of the identified Emergency Transportation Routes, identify cost-effective pre-disaster mitigation options, develop a prioritized list of improvements to the ETR roads and bridges to improve the resilience of the ETRs and develop checklists and procedures to be used by county staff for assessment of roads and bridges immediately following an earthquake.
Dollar Amount and Fiscal Impact	Contract of \$128,940 with a contingency of \$39,245 for assessment of single span bridges that must be approved by the County prior to expenditure. Total Contract Value \$168,185
Funding Source	The funding source is County Road Funds
Duration	June 30, 2023
Previous Board Action/Review	12/07/21: Discussion item at issues
Strategic Plan Alignment	1. This plan will advance implementation of the Strategic Business Plan goal for Emergency Preparedness Disaster Response: “Department of Transportation and Development customers will experience coordinated resources and efficient service response in the event of an emergency or disaster” 2.. Ensure safe, healthy and secure communities.
Counsel Review	1. Date of Counsel review: 11/16/21 2. Initials of Counsel reviewer: AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Stephen Williams, Project Manager, 503-742-4696
Contract No.	4505

Background:

Clackamas County is vulnerable to a number of types of disasters due to seismic activity including liquefaction, seismic deformation, shifting of existing water courses resulting in flooding and landslides triggered by seismic activity. Such disasters, depending on the severity of the seismic event, can result in wide spread damage to residential, commercial and governmental buildings, as well as other types of critical structures including failure of critical

portions of the county's transportation system. A severe seismic event that caused extensive damage to the county's roads and bridges could greatly impede the ability of emergency response personnel to access the impacted areas to conduct rescue operations, and also delay or prevent the movement of people to safety. Of particular concern are the roads and bridges on the county Emergency Transportation Route (ETR) system. The Oregon Department of Transportation recently assessed the seismic vulnerability of bridges throughout Oregon on both state and local roads, and prioritized the most vulnerable for improvement or replacement. Clackamas County currently has 186 bridges of which 159 are on the National Bridge Inventory ("NBI") and are inspected by ODOT inspectors. The other 27 bridges are not on the NBI and are inspected by Clackamas County. Bridges are a critical element of the county transportation network. If those bridge fail as a result of a severe seismic event, areas that rely on those bridges could be inaccessible or have very high response times.

The Transportation Earthquake Preparation and Response Plan that is to be developed through this project will address several aspects of this potential issue:

- A. Compile existing data and identify the earthquake vulnerability for all areas of Clackamas County.
- B. Develop procedures and guidance for county personnel to complete road/bridge inspections following a disaster
- C. Develop long term improvement recommendations for vulnerable portions of the county transportation system and prioritize bridge improvement/replacement.
- D. As a contingency, conduct a structural evaluation of critical single-span bridges identified by the county and prepare a one page summary data sheet for each bridge.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on July 6, 2021. Proposals were opened on July 29, 2021. The County received one (1) Proposal: Hart Crowser, Inc. An evaluation committee of three DTD personnel evaluated the proposals. The evaluation committee scored and approved Hart Crowser as qualified and beneficial to the County. Following the intent to award, the scope of work and project fees were negotiated and finalized.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Hart Crowser, Inc. for the Transportation Earthquake Preparation and Response Plan Project

Sincerely,

Stephen Williams

Stephen Williams
Project Manager

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4505**

This Personal Services Contract (this “Contract”) is entered into between **Hart Crowser, Inc.**, a division of Haley and Aldrich, (“Contractor”), 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 **June 30, 2022**.
2. **Scope of Work.** Contractor shall provide the following personal services: development of a Transportation Earthquake Disaster Response Plan and associated plans, reviews, actions, and other tasks (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred sixty-eight thousand one hundred eighty-five dollars (\$168,185.00)**, for accomplishing the Work required by this Contract. The amount set forth above includes \$39,245.00_ for contingency Work. Contractor may not perform, and County will not pay for, any contingency Work without the County’s prior written approval. Consideration rates are on time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
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 ninety (90) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Stephen Williams.

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

7. Contractor and County Contacts.

Contractor Administrator: Allison Pyrch Phone: 503-620-7284 Email: Allison.Pyrch@hartcrowser.com	County Administrator: Stephen Williams Phone: 503-742-4696 Email: swilliams@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

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

The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or

property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

The Contractor further agrees to indemnify, and hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, to the extent caused by and arising out of or based upon Contractor's negligent acts or omissions in performing the Work under this Contract.

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

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

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. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions.. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

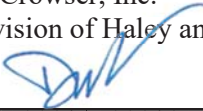
28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

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

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

Hart Crowser, Inc.
A division of Haley and Aldrich

Clackamas County



Authorized Signature Date

11/15/21

Chair Date

Daniel Trisler / Principal

Name / Title (Printed)

Recording Secretary

149463-88

Oregon Business Registry #

Approved as to Form:

FBC/Oregon

Entity Type / State of Formation



County Counsel Date

11/16/2021

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

SCOPE OF WORK AND PRODUCTS

Task 1 – Review Existing Data and Reports. We, the Contractor, will summarize existing data and analysis to provide the best understanding of the existing emergency transportation data and earthquake disaster planning efforts in the County, region, and state. In addition to the *Clackamas County Lifeline Seismic Bridge Priority Detour Recommendations Report*, the DRZ and ETR mapping, and County and ODOT bridge evaluation data, we will utilize the GIS database and report recently completed by the RDPO ETR Project, the *Oregon Highways Seismic Options Report*, and the *Oregon Seismic Lifelines Identification Project Report*. In addition to these documents and datasets, we will work with the County to get locations of maintenance yards, storage areas, equipment storage locations, and potential contractor/employee locations for disaster response planning purposes.

During the RDPO ETR Project, members of the project team worked with the County to update and identify regional ETRs in the County. The data collected for that project includes the latest geological hazard information as well as locations of critical infrastructure and essential facilities within the County. We propose to review this data in relation to the currently designated DRZs with the County project team and to update as needed. These updates could include changes to regional ETRs needed, addition to the facilities and infrastructure data used for connectivity evaluation, and the addition of local ETRs that were not included in the regional effort.

County Input: Review existing ETRs, facilities/infrastructure, and DRZs and update as needed.

Deliverables: Bibliography summarizing documents reviewed and GIS updates to ETRs, DRZs, and facilities/infrastructure. We will work with County GIS staff to update GIS database accordingly.

Schedule: Weeks 2 through 4

Task 2 – Evaluate Road Network for Vulnerabilities. Using the RDPO GIS data, available updates through DOGAMI and the County, and ODOT and County bridge data, we will update the RDPO vulnerability evaluation for seismic hazards including ground shaking, liquefaction, ground deformation, and seismically induced landslides and flooding at the County level for the County ETRs. Working with County GIS staff, we will map the hazards and identify route and bridges potentially affected by the hazards. The vulnerabilities will be compared to the DRZs and we will work with the County to update the ETR network and DRZs as appropriate. Vulnerabilities on each route will be categorized and summarized in tables for prioritization.

County Input: Review ETR vulnerabilities and update ETRs and DRZs as needed.

Deliverables: Updated GIS database and mapping including additional geologic data, additional or updated ETRs, and bridge vulnerability data. Tables of vulnerabilities/areas of improvement for each County ETR.

Schedule: Weeks 3 through 16

Task 3 – Develop Disaster Response Procedure. Once the County develops the ETR ratings and vulnerabilities are evaluated, we will work with the County team to develop a disaster response procedure based on the existing conditions and expected seismic vulnerabilities of the County roads and bridges. The plan will include check sheets and procedures for preliminary damage surveys of landslides, culverts, embankments, roadways, and bridges.

The procedure for specific bridge inspections will at a minimum involve a post-seismic investigation form, such as has been used at other major agencies such as Caltrans. This form, in conjunction with the standard bridge inspection report, will guide personnel through the key elements to be checked based on structure type and geometric configuration. Where information is available, we will develop a companion guide to the checklist for the bridges in each DRZ, which could provide more background and context to the checklist items based on existing bridge inspection information. Standardized bridge check sheets will be developed for up to five (5) general types of bridges representative of bridges within the County.

In addition to inspection procedures, the procedure will include a prioritized list of inspection points based on expected damage and criticality of the routes (based on County provided ratings) and detour potential where possible for each DRZ. Some bridges or areas may be more vulnerable than others, and all the routes and bridges could be unsafe for passage until inspected. The best procedure is simply to inspect down the length of the route, visiting each vulnerable location and bridge in sequence as encountered. We will base the procedure on route priority and expected personnel dispatch locations in each DRZ. The goal will be to help County response staff quickly assess the damage to the system in a way that allows recovery of prioritized routes as quickly as possible.

County Input: Review check sheets and procedures for damage surveys. Review inspection procedure for each DRZ.

Deliverables: Draft Transportation Earthquake Response Procedure document.

Schedule: Weeks 16 through 32

Task 4 – Long Term Improvement Prioritization Tool Preparation. In order to provide the County with appropriate tools to seek funding and proceed with resilience improvements, prioritization of the identified seismic vulnerabilities is needed. Due to the magnitude of the vulnerabilities identified during the RDPO ETR study, it is apparent that prioritization of resilience improvements is needed so that critical transportation functions are mitigated first. Based on Hart Crowser and Quincy's experience in seismic system evaluation, we recommend that improvements be completed based on overall route resilience instead of individual improvements. This ensures that as funding is available, improvements are focused on critical corridors so that overall system connectivity is restored more quickly. The County ETR tiers will identify priority routes for use in prioritization of improvements. Our team will work with the County to complete this prioritization.

In addition to consideration of County bridges, the prioritization should also take into account that vulnerable ODOT structures will be retrofitted on ODOT's timetable and with ODOT funds. Bridges on ODOT Seismic Lifeline routes (SLRs) will eventually be retrofitted with ODOT funds, but these bridges may be low on ODOT's own priority list; thus, actual retrofit could be decades out. ODOT bridges off SLRs are not currently slated for retrofit at all. If ODOT routes are deemed critical in the County ETR tier designation, funding may have to come from local sources with ODOT coordination. We will work with the County to identify where ODOT vulnerable bridges affect County ETRs for use in prioritization improvements as appropriate.

The ETR tiering will be overlaid with the route and bridge vulnerability assessment using the combined expertise of Hart Crowser and Quincy along with all prior vulnerability assessment data. DKS will then work with the County to identify key criteria to evaluate vulnerability repairs including cost estimates, duration of repair, permanent versus temporary, and needs for equipment, staff, and materials. The Contractor will develop a tool to aid County staff in developing appropriate weighting of the road and bridge criteria. The vulnerability mitigation prioritization tool will be a spreadsheet that will combine a quantitative assessment of route importance with the road and bridge vulnerability using weighted criteria to best meet County goals. The County will then be able to use the spreadsheet in the prioritization process using a matrix format as well as a GIS mapping to consider route connectivity.

County Input: Provide input into development of criteria and weighting and review and comment on prioritization and weighting results.

Deliverables: GIS Database and spreadsheet prioritization tool.

Schedule: Weeks 32 through 40

Task 5 – Final Deliverables. We will work with the County to solicit review of the draft Transportation Earthquake Preparation and Response Procedure by the appropriate stakeholders and will provide a final report once comments are included. Comment logs will be maintained during the review processes.

In addition to final report, we will assist the County in preparation of up to 10 large format figures and presentation materials for plan dissemination. Also, a key deliverable for the project is the updated GIS system maintained by the

County which includes the ETR system, bridge vulnerability data, geotechnical hazard and vulnerability data, and the results of the ETR and mitigation prioritization.

County Input: Provide review of draft deliverables.

Deliverables: Final Transportation Earthquake Preparation and Response Plan, Prioritization Spreadsheet, GIS Database, Large Format Figures, Power Point Presentation, and support material for dissemination.

Schedule: Final reports will be provided within 3 weeks of receipt of final comments.

Task 6 – Project Management, Coordination, and Meetings. We will provide project management and coordination including contract preparation, invoicing, internal project coordination, and coordination with the County team as needed throughout the project schedule. Meeting assumptions are outlined below.

- **Bi-weekly ½-hour check in calls** - Allison as the project lead will conduct bi-weekly ½-hour project update video conferences with the County (13 hours for 26 meetings).
- **Project Development Meetings** - Members of the consultant team will attend up to five (5) in-person 2-hour project development meetings with the County team and appropriate stakeholders as needed for the project. (4-hours for meetings and travel and 2 hours prep each meeting for 4 people – 126 hours total)
- **DISSEMINATION WORKSHOP** – We will host a dissemination workshop in person or via video conference. If via video conference, we will provide a Zoom link and use appropriate collaboration tools and breakout sessions as needed based on the topic of the workshop. (3-hour workshops with travel (5 hours) and prep (10 hours) – 38 hours total)

County Input: Provide input into meeting stakeholders and content.

Deliverables: Meeting material, agendas, and minutes. Project invoices, contract documents, and email correspondence as required.

Contingency (Task 7c) – structural evaluation of single-span bridges. Based on our work with ODOT and RDPO, we understand the current ODOT seismic vulnerability ratings have rated all single span bridges as “not vulnerable”. While this may be acceptable from ODOT’s perspective, single span bridges are critical to many county roads. For this task we will conduct a structural and geotechnical evaluation of single span bridges on county ETRs. For each bridge, the evaluation will include a geotechnical hazard review, review of available as-built plans, and an onsite structural evaluation. Based on this, the bridge will be rated as “vulnerable”, “potentially vulnerable”, and “not vulnerable” in accordance with current ODOT ratings for other county bridges. For bridges rated “vulnerable”, retrofit concepts and a high-level cost estimate for mitigation will be developed. A one-page summary of each bridge evaluation will be prepared that will include pertinent bridge information as well as expected seismic performance. The bridge data will be incorporated into the county GIS database for future use and mitigation recommendations will be included in the mitigation prioritization in task 4. For the purposes of this proposal, we have assumed that we will evaluate 30 single span bridges based on preliminary information from the RDPO project data.

County input: bridge inspection information, as-built plans, bridge GIS locations, and review of data sheets prior to vulnerability assessments.

Deliverables: bridge data sheets and GIS data input.

Schedule: weeks 16 through 32

Clackamas County Earthquake Preparation and Response Plan - RFP 2021-60 (Job #20-S-1540-023)

Revised Summary of Hours and Expenses

Task Description	Hart Crowser, Inc.										Quincy Engineering				DKS Associates						Professional Staff Fees Subtotal	Reimbursables / Expenses	Total	
	Principal	Sr. Associate	Associate	Sr. Project	Project	Sr. Staff	Staff	Graphics/Drafter/GIS	Project Assistant	Expenses	Principal Engineer	Senior Engineer	Associate Engineer	Expenses	Principal	Project Manager	Sr. Planner	Planner	Graphics	Project Assistant				Expenses
<i>Billing Rates (2021)</i>	\$275	\$220	\$200	\$180	\$155	\$135	\$105	\$115	\$95		\$275	\$190	\$120		\$245	\$225	\$205	\$145	\$175	\$95				
Task 1 - Review Existing Data and Reports		4			4			8	2			6			2			6				\$5,070	\$0	\$5,070
Task 2 - Evaluate Road Network for Vulnerabilities	2	6			12			4	4			12			2		1	4				\$8,085	\$0	\$8,085
Task 3 - Develop Disaster Response Procedure	2	40			16			20	20		32	88	40									\$46,350	\$0	\$46,350
Task 4 - Long Term Improvement Recommendations		8						4			4	8		2	10	8	14	6	2			\$12,490	\$0	\$12,490
Task 5 - Final Deliverables	2	16			8			6	6			8		1	8	6	12					\$13,105	\$0	\$13,105
Task 6 - Meetings and Coordination		48			45					\$ 25		30			30						\$ 25	\$29,985	\$75	\$30,060
Task 6a - Project Management	2	15		16					16			16			6					12		\$13,780	\$0	\$13,780
Cont Task 7c - Seismic Evaluation of Single-Span Bridges		6			40	25				\$ 250	12	80	80	\$ 250								\$38,995	\$250	\$39,245
TOTAL (without contingency)	8	137	0	16	85	0	0	42	48	25	36	168	40	25	3	58	15	36	6	14	25	\$128,865	\$75	\$128,940
Total Cost Without Contingency																					\$	128,940		
Contingency Cost																					\$	39,245		
Total Cost																					\$	168,185		



DAN JOHNSON
DIRECTOR

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

December 9, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Board Order Vacating a Portion of an Unnamed Non-Maintained Local Access Road
situated in Section 26 T.1 S., R.3 E., W.M.

Purpose/Outcomes	Vacates a portion of a Local Access Road right of way
Dollar Amount and Fiscal Impact	Application and processing fee received, Revenue
Funding Source	N/A
Duration	Upon execution; permanent vacation.
Previous Board Action	12/7/21: Discussion item at issues
Counsel Review	Reviewed and approved by County Counsel on 7/1/21
Procurement Review	This item was not processed through Procurement. This is a Petition for a Road Vacation.
Strategic Plan Alignment	Build public trust through good government Ensure safe, healthy and secure communities
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

The Non-Maintained Local Access Road, created July 7, 1913, through “Sunshine Valley Orchard Tracts”, Plat Number 379, is a very steep right of way that has been vacant since its creation 108 years ago. The petitioner proposes to vacate the 30-foot wide, 636-foot long, road right-of-way lying south of and adjoining the entire south line of tract 59 of the plat. The portion of road right-of-way to be vacated contains approximately 19,075 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this portion of an Unnamed Non-Maintained Local Access Road right of way situated in Section 26 T.1 S., R.3 E., W.M.

Sincerely,

Douglas Cutshall

Douglas Cutshall
Engineering Technician

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of the Vacation of
a portion of a Local Access Road
situated In Section 26,
T.1 S., R.3 E., W.M.
Clackamas County, Oregon



Board Order No. _____
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.346, a petition has been filed with the determined fee, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a Non-maintained Local Access Road right of way, described as follows:

All of that portion of a Local Access Road, in Sunshine Valley Orchard Tracts, Plat 379, Clackamas County Plat Records, situated in the SE¼ of Section 26, T.1 S., R.3 E., W.M., Clackamas County, Oregon, lying south of and between the south line of Lot 59 and the north line of Lot 58 of said plat and, between the northerly extension of west right of way of 257th Drive and, the southerly extension of east right of way of an un-named road between Lots 59 and 60 of said plat. Depicted on attached Exhibit "A" and, by this reference being a part of this description. Containing 19,075 square feet more or less.

Whereas the Board having read said petition and report from the County Road Official, have determined the vacation of the above described portion of roadway to be in the public interest; and,

Whereas the Board adopts as its own, the findings and conclusions contained in the written report from the County Road Official dated June 10, 2021; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation; now therefore,

IT IS HEREBY ORDERED that the above described portion of a Local Access Road as depicted on attached Exhibit "B", containing, 19,075 square feet, more or less, be vacated; and,

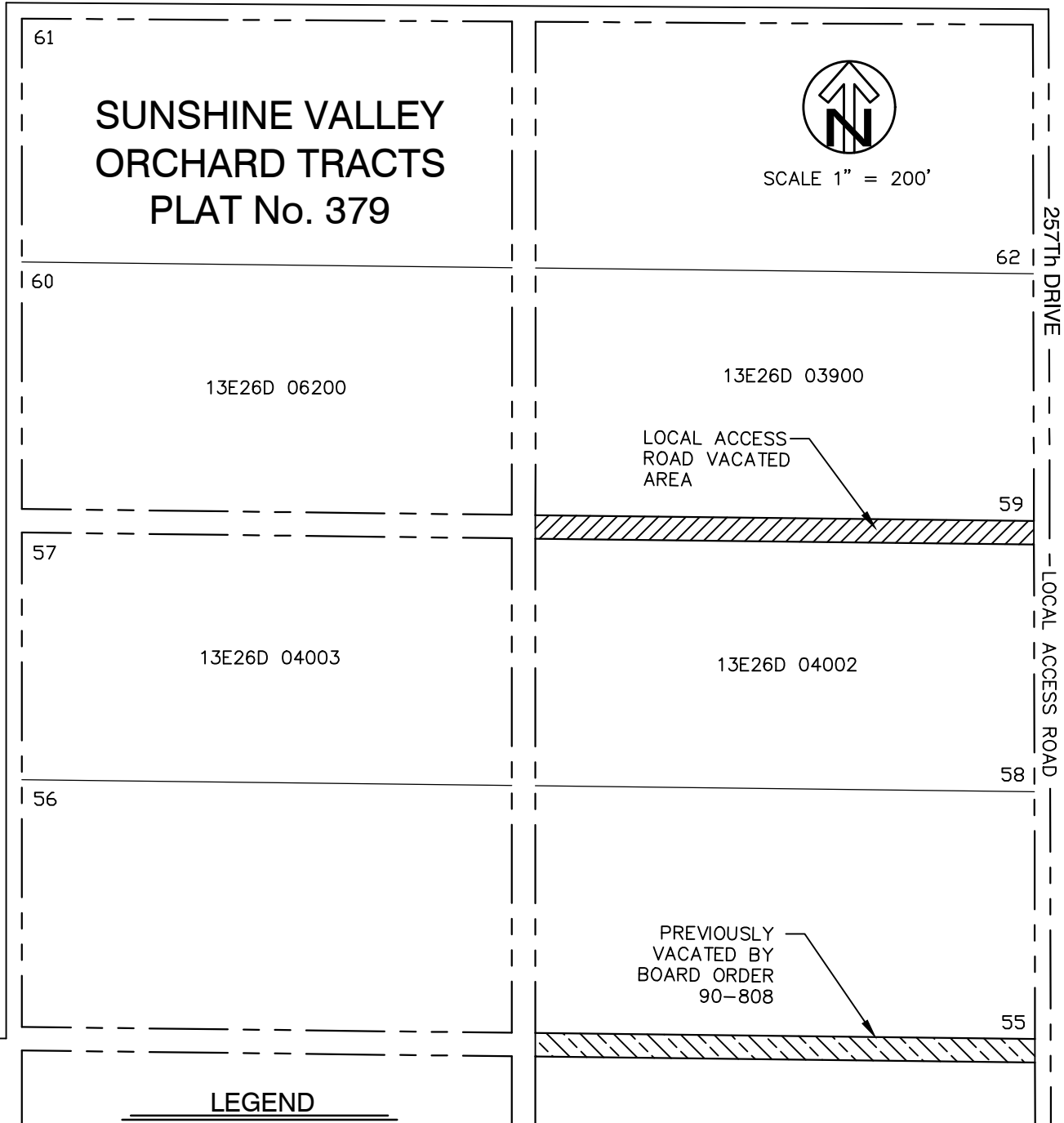
IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this _____ day of _____, 2021
BOARD OF COUNTY COMMISSIONERS

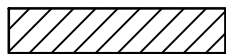
Chair

Recording Secretary

SITUATED IN THE SE $\frac{1}{4}$ OF
SECTION 26, T.1 S., R.3 E., W.M.



LEGEND



VACATED AREA
19,075 Sq. Ft.

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: June 10, 2021

SUBJ: **BOARD ORDER VACATING A PORTION OF A LOCAL ACCESS ROAD**

LOCATION: The proposed road vacation is situated in the southeast quarter of Section 26, Township 1 South, Range 3 East, Willamette Meridian, northwesterly of Boring.

FACTS AND FINDINGS: The Non-Maintained Local Access Road, created July 7, 1913, through "Sunshine Valley Orchard Tracts", Plat Number 379, is a perilously steep right of way that has been vacant since its creation 108 years ago. The topography of this area of the county has limited the construction of most roads within the platted right of way. The petitioner requests to vacate the 30-foot wide, 636-foot long, road right-of-way lying south of and adjoining the entire south line of tract 59 of the plat. The portion of road right-of-way to be vacated contains approximately 19,075 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation.

This road vacation does not violate any portion of Clackamas County Code 7.03.095 (4) (A). Said Code enumerated as follows;

a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;

Finding: Vacating this right of way would not inhibit or preclude access to any abutting property. Access to abutting properties is available via existing paved roads and driveways.

b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: The construction of a Local Access Road within this right of way would exceed current county road degree of slope standards.

c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It is not economically feasible to build a road in this right of way there is no public need to improve this right of way.

d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;

Finding: There are several roads that effectively provide access to all of the properties in the area.

e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;

Finding: Due to the steepness of the terrain the right of way has present and future value to only the adjoining properties.

f. Whether there are present and future likely benefits of the right-of way to the traveling public;

Finding: There are no present and future likely benefits of the right of way to the traveling public.

g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;

Finding: There are no anticipated impacts to the future use of the right of way proposed to be vacated.

h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and

Finding: Not applicable.

i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.

Finding: Not applicable.

It is my assessment that the proposed vacation is in the public interest.