



DAN JOHNSON
DIRECTOR

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

April 3, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Harper Houf Peterson Righellis for Welches Road Bike and Pedestrian Project engineering and design services. Contract Value is \$705,824.13 for 3 years. Funding is through the Community Road Fund. No County General Funds are involved.

Previous Board Action/Review	None		
Performance Clackamas	This item aligns with “Ensure safe, healthy and secure communities” by separating cyclists and pedestrians from vehicular traffic.		
Counsel Review	Yes – AK 3/20/2025	Procurement Review	Yes
Contact Person	Mike Ward	Contact Phone	503-742-4688

EXECUTIVE SUMMARY: The Community Road Fund Advisory Committee identified the Welches Road Bike and Pedestrian Project as a priority to serve communities outside the Metro area. This project was initially identified as a high priority as part of the Villages at Mt Hood Pedestrian and Bikeway Implementation Plan, which has been integrated into the County’s Comprehensive Plan as a way to increase pedestrian and bicycle safety along the East Welches Road corridor.

This engineering and related services contract will provide project management; survey; environmental studies and permitting services; stormwater and hydraulic services; utility coordination; alignment alternatives conceptual design; public involvement/outreach; and the development of both preliminary and final design; right-of-way research, descriptions, appraisals, and acquisitions; and bid and award assistance for the Welches Road Bike and Pedestrian Project.

The project’s total estimated cost is \$3,468,582 and the project is funded through the Community Road Fund (\$2,772,466) and Transportation System Development Charges (\$696,116). The design of the project is estimated to be completed by the fall of 2027 with construction in the summer of 2028.

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PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on July 23, 2024. Proposals were publicly opened on August 20, 2024. The County received four (4) responses, which were evaluated by a committee of DTD personnel, resulting in a ranking of Harper Houf Petersen Righellis's proposal the as the highest. After Notice of Intent to Award was issued, the statement of work and project fees were negotiated and finalized.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve and sign the Personal Services Contract #1210 with Harper Houf Peterson Righellis, Inc. for the Welches Road Bike and Pedestrian Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #1210**

This Personal Services Contract (this “Contract”) is entered into between **Harper Houf Peterson Righellis, Inc.**, (“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 **December 31, 2027**.
2. **Scope of Work.** Contractor shall provide the engineering services necessary to design the Welches Road Bike and Pedestrian Project (“Work”), further described in **Exhibit A**. The Work authorized by this Contract is limited to the preliminary design phase work described in Exhibit A. If County requests performance of construction engineering, inspection and construction contract administration phase work, it will do so by issuing an amendment to this Contract on terms acceptable to both parties.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Seven Hundred Five Thousand Eight Hundred Twenty-Four Dollars and Thirteen Cents (\$705,824.13)** for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee 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: 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: Dan Houf	County Administrator: Mike Ward
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Phone: 503-221-1131
Email: Dan@hhpr.com

Phone: 503-742-4688
Email: Mward@clackamas.us

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. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of County's reasonable defense costs (including reasonable attorney fees) in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

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 emailed to the County Contract Analyst.

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. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, 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. Termination. 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 of 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. Reserved.

29. Reserved.

30. 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.

31. Reserved.

32. Reserved.


33. Reserved.

34. **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.

Harper Houf Peterson Righellis, Inc.

Clackamas County

 3-20-2025
Authorized Signature Date

Chair Date

DANIEL S. HOUF / PRESIDENT
Name / Title (Printed)

Recording Secretary

227670-81
Oregon Business Registry #

APPROVED AS TO FORM

DBC/Oregon
Entity Type / State of Formation

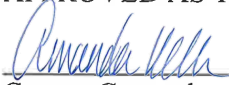
 3/20/2025
County Counsel Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

SCOPE OF WORK

BACKGROUND

Clackamas County Department of Transportation and Development's Engineering Division is seeking written statements of qualifications from consulting firms with expertise in professional engineering services for creating contract documents

PROJECT UNDERSTANDING

This project will provide facilities for pedestrians to safely travel along Welches Road, including potential for a sidewalk through the commercial area near US Highway 26 transitioning into an 8-foot-wide multi-use path.

The professional engineering scope of work will include preparing contract documents including plans, specifications, estimate, and bid schedule for the "Welches Road Pedestrian Improvement Project".

The pedestrian improvements along Welches Road were identified through the Community Road Committee process as a high priority improvement. Vehicle speed averages 35 mph along the roadway. Limited shoulder facilities often cause pedestrians to travel in the vehicular lane even without adequate sight distance.

The County has secured Community Road Funds install pedestrian facilities from US Highway 26 to E Birdie Lane.

Project Limits:

The intersection of US Highway 26 to Birdie Lane.

Lane Configuration and Geometry:

An 8-foot-wide multi-use pathway generally separated from the roadway.

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 Clackamas County Department of Transportation and Development. Generally located between the road and the pathway.

Franchise Utilities:

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

Landscaping:

Grass seed or mulch shall be shown to match existing landscaping beyond improvements. Shrubs may be needed for stormwater management facilities.

Public Involvement and Outreach:

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

Right-of-Way (ROW):

Assumed 7 files for ROW and easement acquisitions shall be required by the consultant team; All parcels are assumed to require ROW and temporary construction easements.

SPECIFIC SCOPE OF SERVICES

SUMMARY OF 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 Alignment Alternatives Conceptual Design
- Task 7.0 Public Involvement/Outreach
- Task 8.0 Preliminary Design (30%)
- Task 9.0 Final Design (60%, 90%, and 100% Bid Ready)
- Task 10.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions
- Task 11.0 Bid and Award Assistance

The duration of the design of this project is assumed to be from March 2025 through January 2027 for the completion of design and right-of-way tasks. Bidding and Construction will occur between March 2027 and May 2027. 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.

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. Consultant assumes a 27-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 in-person coordination meetings (1 hour each) shall be held during the design phase of the project (27-month time frame for a total of up to 3 meetings). Meetings to be held at County offices or online (Zoom or Teams preferred). Up to 2 consultant personnel are expected to attend each meeting. Consultant shall prepare agenda in advance of 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 on-set of design. Periodic updates shall be provided if project design falls behind schedule.

Task 1 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 Preliminary Survey for Alternatives

Consultant shall prepare a preliminary survey of the project to assist in the analysis of the alternatives in Task 6.0. Once the alternative is selected, a more detailed topographic survey would be completed. This preliminary survey would include the following elements:

- Tie existing survey monuments, found property corners, and edge of roadway, driveways and side streets to prepare a preliminary base plan.
- Obtain previous surveys and title reports along the corridor to show any existing easements.
- Collect Drone Photos on a coordinate base to create a base map for the project.

Work completed in this section will include some of the tasks associated with Task 2.2 and Task 2.3 and are intended to reduce the overall scope of those tasks by reducing the limits of the survey work to areas that are specifically needed for design. Work in this section will not be throw away work, but a preliminary step in completing the overall survey in Task 2.0.

2.2 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, large shrubs, utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of 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.
- Existing striping shall be located where needed to design the project striping.
- All significant features within 25 feet of the existing ROW (or up to the face of 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 in the appropriate Zone to minimize distortion, 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:

- Welches Road from the crosswalk of US Highway 26 to Birdie Lane, 25 feet past the edge of pavement on each side.

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

2.3 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 data sheets Consultant's Project file. 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 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 and ORS 368.106(2), (3), and (4) and record of survey filed with the County Surveyor's office. Scale for survey map shall be 1"=40', or as approved.

- Prepare a ROW survey for Welches 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.

Task 2 Deliverables:

- *Base maps drawings in AutoCAD and PDF*

Task 3.0 Environmental Reconnaissance and Permitting

The County will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide list of properties requiring ROE's for research disciplines no less than five (5) weeks before such ROE's are required to perform work on private parcels. Consultant shall provide County with an exhibit map for each property showing the approximate location of any invasive test sites on the property, e.g. anything more than minor shovel sampling, test pits, etc.

The following tasks will be completed by the Consultant to identify issues and ensure compliance with the regulating agencies:

3.1 Perform wetland reconnaissance for project corridor and develop wetland reconnaissance memorandum of the location of potential wetlands. This will be used in the alternatives analysis to avoid the wetlands as much as possible.

3.1.1 Perform a wetland delineation if the selected alternative determines that wetlands will be impacted, or if there is any potential of affecting a wetland area.
(CONTINGENCY TASK)

3.2 Examine and utilize a wetland mitigation bank to offset potential impacts to existing wetlands, if wetlands cannot be restored onsite (contingency task).

3.3 Perform historical and archaeological baseline surveys

Consultant shall:

- Conduct baseline field investigations on both sides of Welches Road to identify archaeological resources (if present), archaeological high probability areas, and historic resources with potential to be eligible for listing in the National Register of Historic Places (NRHP) and impacted by trail construction. If an archaeological resource is identified, AINW will document the resource on an Oregon State Historic Preservation Office (SHPO) resource form (contingency task 3.3.1).
- Complete a search of records on file with the SHPO and other sources to identify previously documented archaeological and built environment resources that overlap the project or are in the vicinity.
- Prepare a baseline survey report summarizing known and potential locations of cultural resources within the project area and recommendations for avoiding significant cultural resources. The report will assist project designers in selecting a preferred trail location and minimizing the potential for inadvertent discovery of cultural resources during project construction. If the project will require a permit from the U.S. Army Corps of Engineers, supplemental reporting would be needed to comply with Section 106 of the National Historic Preservation Act that is outside of this scope of services.

3.3.1 Document up to 1 archaeological resource identified during the baseline surveys on a SHPO resource form for inclusion in the baseline report (contingency task).

3.4 Perform archaeological Phase 1 study and report (contingency task)

Consultant shall:

- Conduct shovel testing in high probability areas identified during the archaeological baseline survey, not to exceed 25 shovel tests.
 - Shovel testing on public land, or done to delineate an archaeological resource, requires a SHPO permit; if needed, the archaeological subconsultant (AINW) shall obtain a SHPO permit for archaeological survey.
 - Archaeological work done under a SHPO permit must be completed as legally required by the permit, which includes completing and submitting a report to SHPO and collecting and curating artifacts. *Funding for these requirements and obligations, taken on behalf of you, cannot be terminated even if your project is terminated.*
 - Up to 25 artifacts will be collected and curated under SHPO permit. Artifacts found on public land under permit will be curated at the University of Oregon Museum of Natural and Cultural History in Eugene.
- Prepare a Phase 1 survey report summarizing the results of shovel testing. If a SHPO permit was obtained for the project, the report will also be submitted to SHPO to comply with the legal obligations of the permit. Up to 1 archaeological resource form will be completed and delivered as an attachment to the Phase 1 survey report.

3.5 Perform a Level One Hazardous Materials Corridor Assessment and provide draft and final memorandums (contingency task).

Task 3 Assumptions: The project will not impact wetlands. If wetland impacts are required, a change order to prepare a Joint Permit Application would be required.

Task 3 – Deliverables:

Meeting summaries; wetland delineation memo; wetland mitigation memo (contingency task); Level One Hazardous Materials Corridor Assessment; baseline report for archaeological and historic resources, Phase 1 survey report (contingency task)

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 (stormwater planter) for water quality and detention or BMP alternatives such as vegetated swales and/or filter strips. The evaluation should include a combination of these alternatives. Concepts shall be designed to meet WES standards and potentially NMFS standards depending on Federal Permitting Nexus.

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 storm water 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 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 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 the 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".

Task 4 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

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.
- Stake proposed facilities near pole relocations (I.E. Pathway location), so poles are placed in the correct location when they are relocated.

Task 5 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 Alignment Alternatives Conceptual Design

Consultant shall prepare four conceptual alignment alternatives for bicycle and pedestrian utilization along the corridor. Alternatives may look at the following options:

- Pathway along the west side of the road, offset from the travel lane
- Pathway along the east side of the road and the impact to trees and other features
- Two alternative alignments for the pathway between Fairway Ave and Birdy Lane

Different treatments may be used along the corridor, with crosswalks being utilized to convey users at any road crossings. Each of the four alternatives shall have a conceptual level cost analysis, an identification of the impact to existing stormwater systems, the conceptual location of stormwater treatment areas, impacts to property, and impact to trees over 12" in diameter.

Each alternative shall be developed into a PDF exhibit for internal County review and for use in online and in person open houses.

Task 6 Deliverables:

- *Alignment Alternative Exhibits (four electronic PDF files)*
- *Conceptual Level Cost Estimate for each Alternative (electronic copy in PDF form)*

Task 7.0 Public Involvement/Outreach

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

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 English, to be mailed and otherwise provided to area businesses, residents and stakeholders. The County will translate the flyer into other languages as needed and develop the distribution list and distribute the flyers.
- Providing information boards in English and one other language to be determined by the county, utilizing content from the flyer and the Alignment Alternatives in Task 6, 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 and one other language to be determined by the county, for inclusion on the County's project website.
- Attend three in-person and one online open house.
- Create a virtual open house website which will include the description of the project, graphics, translated text to a second language, and a section to provide comments and feedback. (CONTINGENCY TASK),

Task 7 Deliverables:

- *3 Flyers (in English and one other language)*
- *Public meeting information boards (in English)*
- *Project graphics and information for County project website (in English and one other language)*
- *Development of Virtual Open House Website (CONTINGENCY TASK)*

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:
 - Shoulders
 - Illumination criteria
 - Retaining wall types and design parameters
 - Culvert types and design parameters
 - Stream preservation/restoration criteria

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.

Task 8 Deliverables:

- *Draft design criteria electronically (one electronic copy in PDF form sized to 11x17 paper)*
- *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 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 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 an FTP site or on a CD.
- Provide relevant plan drawings that include at a minimum title, typical sections, erosion control plans, stormwater plans, illumination plans, landscaping plans, construction staging, temporary traffic control, signing and pavement marking, culvert plans and details, retaining wall plans and profiles, guardrail plans, standard details, and other required drawings for submittal to County for review.
- Design a new RRFB Crossing along the corridor (CONTINGENCY TASK)
- Design segmental bridge modifications and expansion near tributary at Golf Course frontage. Existing bridge is a Pacific Bridge type modular structure (CONTINGENCY TASK)
- 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).

Task 9 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 10.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
- Uniform Act
- County ROW acquisition policies and procedures (which are guided by the ODOT ROW Manual)

The recommended approach to ROW coordination with the County is to:

- Designate a ROW PM to communicate directly with the County ROW PM or Designee
- The Consultant ROW PM should disseminate information and provide direction to the rest of the ROW team
- Hold an initial ROW coordination meeting with County and Consultant ROW staff to discuss County policy and procedure and ROW acquisition strategy.

Consultant shall use County versions of all forms, spreadsheets, brochures and pamphlets referenced in the "*ODOT Right of Way Manual*" and needed to complete work associated with this task. These forms, spreadsheets, brochures and pamphlets shall not be altered without written permission from the County. They may be obtained through the County ROW PM or Designee.

Consultant shall provide ROW acquisition services, following County policies and procedures. It is assumed a total of 7 acquisitions are required for the project that will be acquired by the consultant team. It is assumed that an additional 15 files will be acquired by Clackamas County ROW staff. There will be a total of 22 files for which title reports for all permanent easements will be needed in addition to maps and descriptions, General Information Notice (GIN) letters, limited appraisals and reviews, and acquisition and closing assistance will be needed.

The County intends to acquire the temporary and permanent easements that are uncomplicated and estimated to be valued less than \$15,000 using an ADJC process. ADJC values will be determined and prepared by County staff through analysis and review of the sales used in the appraisal of a similar zoned property. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. It is assumed that appraisals will be taking and damage appraisal formats.

The County intends to utilize its "alternative acquisition for driveway transition" process for any Temporary Easements needed for simple driveway transitions. The County's process is similar to the process outlined in Section 6.325 of the ODOT Right of Way Manual.

It is assumed that the permanent acquisitions shall be acquired in the County's name and that there will be no displaced persons.

10.1 Right-of-Way Research

Consultant shall complete ROW research as needed to locate and identify existing easements and property ownership. Preliminary Title Reports will be necessary for each property from which a Permanent Easement will be required.

10.2 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 ROW PM or Designee.

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

10.3 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).

10.4 Right-of-Way Staking

Consultant shall:

Stake proposed and existing ROW and easements for appraisals and acquisition process in accordance with ORS 368.106.

10.5 Preliminary Activities

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the right of way to be acquired) to all owners and occupants of affected properties. Consultant shall mail GINs via regular mail. Consultant shall use County GIN form. Consultant shall email a copy of each GIN as a separate file to the County ROW PM or Designee.

Consultant shall prepare and maintain a Diary of Personal Contact for each file. The Diary of Personal Contact must include dates associated with the mailing of the GIN in addition to the date, place of contact, parties contacted, what was delivered and explained, and a summary of what was discussed, for all contact with affected property owners and/or their representatives.

10.6 Appraisal and Appraisal Review

Consultant shall use appraisers who are licensed in the State of Oregon, experienced and competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Appraisals for this purpose shall be made in accordance with ORS Chapter 35. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. Appraisal and Appraisal Review shall be made by different appraisers. It is assumed that appraisals will be taking and damage appraisal formats. It is assumed that appraisal reviews will include a field review of subject and sales used in the valuation process. Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property. Tenant owned improvements included in the acquisition must be identified and segregated in the appraisal.

An initial analysis will be made to determine which files will need appraisals. The analysis will be based on the Exhibits A and B produced in Task 11.4. Consultant will bring the results of the analysis to County ROW Program Manager and CPM for discussion and decision. An appraisal will be needed for all files that are estimated to be valued above \$15,000.

Consultant shall provide 1 hard copy and 1 digital copy of each appraisal and appraisal review to the County for review. The County shall recommend Just Compensation based on the appraisal. Just Compensation shall be no less than the reviewed appraisal amount.

10.7 ROW Acquisition

All ROW shall be acquired in the name of the County as easement. Consultant shall conduct negotiations, on behalf of the County, in good faith and in compliance with all state laws and regulations and County policies and procedures. Consultant shall conduct negotiations for acquisition of real property based on Just Compensation issued by County. Consultant shall use Acquisition Agents who are licensed in the State of Oregon to conduct real estate transactions, experienced and competent in negotiating and acquiring real property rights under the rules and regulations related to the power of eminent domain.

Consultant shall consult with County to determine the extent to which Consultant will be responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall discuss the condition of the title with the property owner at the offer presentation or as soon as possible after the offer is mailed. The discussion will address the County's intention to clear the lender's interest in the acquisition, if any. Consultant shall present any requests for taking title subject to one or more outstanding interests to County for approval. Fee owners' and contract purchasers' ownership interests must be addressed. Lender's interests must be addressed. When impacted by the taking, lessees' interests must also be addressed.

Consultants shall prepare and present to County a draft Offer Packet for review before any offers are made. All offers will be made by consultant as County's Buyer's Agent. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, County's Obligations Agreement if appropriate, copy of appraisal or ADJC, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged). Offers will be made to all owners and all negotiations shall be conducted with all owners unless all owners have designated a representative in writing or are represented by legal counsel. Consultant shall notify County as soon as possible when legal counsel enters the acquisition process.

To every reasonable extent possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail with return receipt request. Dates of delivery and an accounting of the events leading to the decision to mail the offer must be documented in the Diary of Personal Contact and the file. It is recommended that delivery be periodically tracked to ensure there are no problems.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days). Counter offers from the owner should be accompanied by information the owner believes is relevant to determining the value of the property and reviewed with the County ROW PM promptly. Consultant shall attempt to negotiate an approved administrative settlement, but shall not take any coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to County for final approval, acceptance, payment, conveyance of title and recording. The Final Report Packet shall include County's Final Report and Transmittal of Documents form and all other documentation associated with the ROW activities conducted for this file. Consultant shall include satisfactory documentation of signer's authority to sign if Grantor is a Trust, Corporation, Partnership, or Non-Profit. Consultant shall mail or deliver the Final Report Package and email a digital scan of the

Final Report Package to the County ROW PM or Designee in a reasonable amount of time after all signed offer documents have been received by Consultant.

- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a written justification and owner supplied supporting documentation to County for approval. If accepted see above.
- IF an acceptable agreement is not reached within the timeframe set by County, Consultant shall prepare and submit a Recommendation for Condemnation (RC) Packet. The RC Packet shall include County's RC form and all other documentation associated with the ROW activities conducted for this file. Consultant shall mail or deliver the packet and email a digital scan of the packet to the County ROW PM or Designee in a reasonable amount of time after the decision to RC the file is made. Consultant shall also provide to County the Microsoft Word (editable) versions of any and all documents upon request (e.g. Diary, Obligations Agreement, Conveyance Documents, Offer Letter, Acquisition and Relocation Summaries).

Consultant shall continue documenting the Diary of Personal Contact for each file until the file is transmitted to the County. The Diary of Personal Contact must include a dated record in chronological order of all contact with property owners and or their representatives and all occupants and or their representatives, including but not limited to the means by which the communication took place (email, fax, telephone, in person, etc.), the location of the contact, efforts to achieve amicable settlements, owners' suggestions for changes in plans, responses to owners' counterproposals, etc.

The County is to be notified as soon as possible upon engagement with a property owner's legal representation.

Consultant shall track status for all ROW files to be acquired for the project in the Excel spreadsheet format provided by County. Consultant should coordinate the details of this process with the County ROW PM or Designee at the ROW Coordination meeting.

Task 10 Deliverables:

- 10.1 Preliminary Title Reports and supporting documents*
- 10.2 Right-of-Way Impact Maps (22 impact maps and one overall strip map)*
- 10.3 Right-of-Way Descriptions (22 maps and descriptions)*
- 10.4 Right-of-way Staking (22 files)*
- 10.5 General Information Notice Letters (22 files)*
- 10.6 Appraisals and Appraisal Reviews*
- 10.7 Acquisition/Negotiation/RC files (22 files)*

Task 11.0 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.

11.1 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 and provide a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the County.

Task 11 - Consultant Deliverables

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

COUNTY'S RESPONSIBILITIES

The County will:

1. Coordinate the relationship with adjacent property owners and with the general public.
2. Provide County standard drawings and details when possible.
3. Provide pavement design.
4. Assist in utilities coordination and facilitate the timely receipt of utility data from the private utility companies.
5. Maintain and manage the public involvement mailing list and project press releases.
6. Provide geotechnical report, if required, for expansion of modular bridge near Golf Course.

**EXHIBIT B
FEE SCHEDULE**

Harper Houf Peterson Righellis Inc. - Estimated Fee
Welches Road Bike and Pedestrian
January 21, 2025

	GRI (Hazmat)						Archaeological Investigations Northwest, Inc											TOTAL BY TASK
	Principal	Sr. Geologist	Staff Geologist	Technical Editor	Drafting	Expenses	PM/Senior Architect. Hist	Lab Director/Senior Archeologist	PM/Senior Archeologist	APM/ Supervising Archeolog	APM/ Supervising Historian	Architectural Historian	Research Project Assistant/Project Administrator	Graphics- GIS	Lab Assistant/Crew Leader	Staff Archeologist	Expenses	
TASK 1.0 Project Management and Project Coordination																		
1.1 Project Management																		\$ 37,520.00
1.2 Project Coordination																		\$ 37,450.00
TASK 2.0 Survey, Field Investigations and Mapping																		
2.1 Topographic Survey																		\$ 46,680.00
2.2 Horizontal Control, Monument Recovery, and Pre-Construction Record-of-Survey																		\$ 27,400.00
TASK 3.0 Environmental Reconnaissance and Permitting																		
3.1 Wetland Reconnaissance																		\$ 7,100.00
3.1.1 Wetland Delineation (Contingency Tasks)																		\$ 17,200.00
3.2 Wetland Mitigation Bank Examination and Utilization (Contingency)																		\$ 4,360.00
3.3 Archaeological Baseline Surveys							4	9	58	20	34	9.5	8	8	16	\$ 100.50	\$ 23,536.60	
3.4 Archaeological Phase 1 Study and Report (Contingency)							1	33	25	66		8	8	50	48	\$ 1,088.50	\$ 35,646.90	
3.5 Level 1 Hazardous Materials Corridor Assessment (Contingency)	6	10	40	2	2	\$ 325.00											\$ 10,925.00	
TASK 4.0 Stormwater / Hydraulics Related Services																		
4.1 Drainage and Water Quality/Quantity Studies																		\$ 8,560.00
4.1.1 Existing Stormwater Review and Downstream Analysis																		\$ 3,820.00
4.1.2 Stormwater Management Concept Plan																		\$ 8,320.00
4.1.3 Stormwater Design Documentation																		\$ 11,040.00
TASK 5.0 Utility Coordination																		\$ -
5.1 Utility Coordination																		\$ 13,640.00
TASK 6.0 Alignment Alternatives Conceptual Design																		\$ 24,840.00
TASK 7.0 Public Involvement/Outreach																		\$ 12,040.00
7.1 Virtual Open House (Contingency Task)																		\$ 7,560.00
TASK 8.0 Preliminary Design (30%)																		
8.1 Design Criteria																		\$ 4,490.00
8.2 Stormwater Conveyance Concept Alignment and Grade (30% Submittal)																		\$ 11,120.00
8.3 Construction Estimate																		\$ 6,480.00
8.4 Design Memorandum																		\$ 10,080.00
8.5 Design Exceptions																		\$ 3,560.00
TASK 9.0 Final Design (60%, 90%, and 100% Bid Ready) - Plans, Specifications, and Estimate (PS&E)																		\$ 139,500.00
9.1 RRFB Design (Contingency Task)																		\$ 18,380.00
9.2 Pacific Bridge Modification and Expansion (Contingency Task)																		\$ 11,200.00
TAS 10.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions																		
10.1 Right-of-Way Research																		\$ 16,120.00
10.2 Right-of-Way Strip Map and Impact Maps																		\$ 10,520.00
10.3 Right-of-Way Descriptions and Exhibit Maps																		\$ 20,240.00
10.4 Right-of-Way Staking																		\$ 5,080.00
10.5 Preliminary Activities																		\$ 5,880.00
10.6 Appraisal and Appraisal Review																		\$ 53,330.00
10.7 ROW Acquisition																		\$ 45,485.63
TASK 11.0 Bid and Award Assistance and 11.1 Questions during Bidding																		\$ 6,720.00
Hours/Expense Subtotals:	6	10	40	2	2	\$325	5	33	34	124	20	34	17.5	16	58	64	\$1,189	
Hourly Rate:	\$295.00	\$210.00	\$155.00	\$135.00	\$130.00		\$204.00	\$204.00	\$190.00	\$145.00	\$145.00	\$126.00	\$119.00	\$204.00	\$117.60	\$100.80		

\$ 10,925.00

\$59,183.50

Total Contingency Tasks \$ 77,146.90
ROW Acquisition Costs \$ 104,695.63
Total of Non-Contingency and ROW Costs \$ 523,981.60
Total with Contingencies and ROW \$ 705,824.13