



Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Contract with DLR Group Architecture & Engineering Inc. to design the Parking Lot F and North Loop Road of the County Campus and Courthouse project

Purpose/Outcome	Contract will provide design and engineering for Parking lot F and north Loop Rd for the campus and associated courthouse.
Dollar Amount and Fiscal Impact	\$619,914.00
Funding Source	Capital
Duration	6/30/2024
Previous Board Action/Review	N/A
Strategic Plan Alignment	The building of a new county courthouse is one of 12 Strategic Priorities of the county and is listed under the category Build Public Trust through Good Government. The project will take advantage of the State Oregon Courthouse Capital Construction and Improvement Fund (OCCCIF) legislation and ensure that essential court services are safe and accessible to all residents.
Counsel Review	1. 11/21/2022 2. Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Nancy Bush, County Operating Officer
Contract No.	7225

Background:

As the new County Courthouse Project located on the Red Soils Campus takes shape, there are several ancillary projects that are required to be completed to support the new Courthouse's expected occupancy date in May of 2025. One of these standalone projects is the extension and realignment of North Loop Road in conjunction with the layout and redesign of the current Parking Lot 'F', located south of the Public Services Building (PSB).

While the project will be separate from the main Courthouse project, the expectation is to have the two projects running concurrently to streamline and facilitate construction phasing, site access and the timely procurement of materials and services. Procuring services from the DLR Group Architecture & Engineering Inc. for this work will allow the County to meet these goals, and it is a crucial step to maintain the continuity of design and engineering for both Parking Lot F and the tie-in of North Loop Road to the current plans.

Procurement Process:

This contract was reviewed and approved as a single candidate/sole source contract. DLR Group is the architecture, engineering, planning, and interior design firm that is part of the competitively selected P3 development team and as such already has access to prior design as previously begun for the new courthouse project. In accordance with LCRB C-047-0275, Clackamas County Procurement published a Sole Source notice to OregonBuys on October 24, 2022 and received no protests to this determination.

Recommendation:

Staff respectfully recommends that the Board approve and execute the personal services contract for design with DLR Group Architecture & Engineering Inc. to design the Parking Lot F and North Loop Road of the County Campus and Courthouse project

Sincerely,

Nancy Bush

Digitally signed by Nancy
Bush
Date: 2022.12.05
09:48:04 -08'00'

Nancy Bush,
County Operating Officer



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7225**

This Personal Services Contract (this “Contract”) is entered into between DLR Group Architecture & Engineering Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

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, 2024.
- 2. Scope of Work.** Contractor shall provide the following engineering necessary to design the Parking Lot F and North Loop Rd of the County Campus for the Courthouse project (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **six hundred nineteen thousand nine hundred fourteen dollars (\$619,914.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit 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. The Contract’s maximum not-to-exceed amount includes the total of all allowable and reimbursable costs and expenses, including optional Contingency Tasks (as defined in Exhibit A). Contractor may only perform Contingency Tasks upon the written approval by the County
- 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: Steven Bloemer.

- 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: Erica Loynd Phone: 206-461-6000 Email: eloynd@DLRGROUP.com	County Administrator: Steven Bloemer Phone: 503-805-9870 Email: sbloemer@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. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

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

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

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 accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

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

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

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

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

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

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

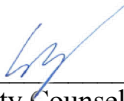
21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise,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

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

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY

UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

DLR Group Architecture & Engineering Inc.	Clackamas County
 _____ Authorized Signature	_____ Chair
11/15/2022 _____ Date	_____ Date
Erica Loynd, Principal _____ Name / Title (Printed)	_____ Recording Secretary
47-0698139 _____ Oregon Business Registry #	Approved as to Form:
S. Corporation, Oregon _____ Entity Type / State of Formation	 _____ County Counsel
	11/21/2022 _____ Date

**EXHIBIT A
SCOPE OF WORK**



110 SW Yamhill St. Suite 105
Portland, OR 97204

October 14, 2022; *Revised 11/8/2022*

Stephen Hadanich, Senior Advisor
WT Partnership
Wtpartnership.co
(323) 904-2396
stephen.hadanich@wtpartnership.co

Project Name: Clackamas County Courthouse
DLR Group Project No.: 74-22101-00

Dear Stephen:

Thank you for the opportunity to provide an additional service to the New Clackamas County Courthouse to expand the services the following areas:

- Layout and design of parking area south of the Loop Road
- Pedestrian access from the parking to the main entrance of all buildings
- Realignment of the Loop Road including but not limited to overall campus planning, coordination of lighting, access, plantings, and site furnishings.
- Land Use permit coordination – this is already initiated
- Overall construction permitting as required by City of Oregon City
- Additional survey of area on the site

This scope is provided for a stand-alone project from the main courthouse project for a traditional low bid project to be designed, bid, and construct the additional site area. This project will be independent, but concurrent with the Courthouse project. It is the goal to procure work in alignment with the main project to simplify access and construction phasing.

The design team for the courthouse project will be used for this project to provide design consistency. HHPR will be the civil engineer, Cameron McCarthy will be the landscape architect, DLR Group will provide project management, lighting design, and overall design coordination.

This process will provide a biddable and executable design for the areas noted above. Being a low bid project will require additional deliverables for the County. The current deliverables will be the following:

- *Finalized topographic survey of the additional site area noted above.*
- *Land Use Approval documents and permit required by the City of Oregon City Planning Department.*
- *100% Design Development drawings and specifications – This document package will be aligned with the main project but will be a stand alone set of documents that include detailed coordination of the courthouse documents. The drawings will*

reuse notes, details, and conventions that match the existing package but will have dedicated sheets to this set only.

- *50% Construction Document drawings and specifications – This document package will be aligned with the main project and will allow for final coordination and document review prior to the final construction permit set is issued to the City of Oregon City.*
- *Permit drawings and specifications – As required by City of Oregon City.*
- *Bid Document drawings and specifications – Independent set of documents prepared for bidding to general contractors. Full Division 0 and 1 specifications will be provided to ensure the process is documented. Preliminary draft documents from Clackamas County would be beneficial to ensure the process is aligned with the scope addressed.*
- *Bidding – Support for the bidding process includes preliminary site walk through with general contractors, response to contractor questions, and addendum as required (typically limited to two).*
- *Construction Administration – Support for questions and detailing that is required to construct the scope of work, coordination in owner / contractor / architect meetings, submittal and RFI responses.*

Please do note, it is not anticipated that additional funds nor deductive funds will be requested for basic services and deliverables based on the selection of the contractor regardless if the existing courthouse contractor is or is not selected. Additional services not identified in this letter may be negotiated as scope is accepted by the County.

Items that are excluded include the following:

- Cost estimating is not provided and will be an additional service if the County would like to have estimates prior to bidding the project.
- Structural scope is not anticipated for this scope of work. Should retaining walls or structural impacts be required above and beyond noted from HHPR, an additional service will be required.
- *Geotechnical borings or reports for this area are assumed to be similar enough to the courthouse report and findings to not be required to be completed.*

The additional service fee for the New County Courthouse project described above will be services for the design team at a total cost of **six hundred nineteen thousand nine hundred and fourteen dollars and zero cents (\$619,914.00)**. The breakdown is the following:

Firm	Cost
HHPR (survey)	\$ 25,000
HHPR *	\$ 232,000
Cameron McCarthy *	\$ 187,900
DLR Group – Architectural, project management	\$ 118,014
DLR Group –Lighting	\$ 22,000
DLR Group Administration (* 10% mark up on consultant scope)	\$ 35,000
Total	\$ 619,914

Stephen Hadanich, Senior Advisor
November 8, 2022
Page 3

Note the DLR Group administration fee does not include administration on the survey. The fee will be invoiced in the next invoice to ensure the work can proceed. Thank you for the opportunity to continue to provide these professional services, and we look forward to our continued partnership with Clackamas County.

Sincerely,
DLR Group

A handwritten signature in black ink, appearing to read "ERICA LOYND", with a long, sweeping horizontal line extending to the right.

Erica Loynd
Principal
EL:el



CCCC - PROJECT DESIGN FEES

Breakout for Management and Architectural Support		Total
Project Management	6 hours / week	\$ 51,480.00
Meetings with City of Oregon City	3 anticipated	\$ 1,800.00
Meetings with Clackamas County	3 anticipated	\$ 1,800.00
Design Coordination Meetings	8 total	\$ 3,960.00
Front end specifications	24 total hours	\$ 4,800.00
Bid documents	lump sum	\$ 7,000.00
Construction Administration	6 observation meetings	\$ 2,400.00
	RFI response	\$ 9,900.00
	Submittal Response	\$ 2,400.00
	Administration	\$ 30,160.00
Subtotal		\$ 115,700.00
Reimbursables		\$ 2,314.00
Total		\$ 118,014.00

Job No.: A-102

Date: October 12, 2022

To: Erica Loynd FAIS, WELL AP
Principal
DLR Group
51 University Street, Suite 600
Seattle, WA 98101



From: Ron D. Peterson, P.E., LEED AP,
Harper Houf Peterson Righellis Inc.

Project/Subject: Clackamas County Circuit Court Project – Civil Engineering/Survey
Lot F and North Loop Road

Fax - Number: _____; Number of pages _____
(If you did not receive the correct number of pages, please call 503-221-1131)

E-mail Mail Hand Deliver Interoffice

Project Description:

Additional services are required due to the expanded site scope of the project consisting of; additional Loop Road from Library Court to Warner Milne Road and the addition of parking Lot F located to the southeast of Kaen Road. These additional services are for schematic design/land use through Construction Administration Assistance. This work may be permitted, bid and constructed separately from the main Courthouse project limits.

Scope of Services/Tasks:

1. Prepare topographic survey of the North Loop Road and Parking Lot F design limits for the purposes of creating design base map.
2. Coordination and Meetings.
 - a. Design Team Coordination: HHPR will attend design team meetings; eight meetings anticipated. In addition to meetings, coordination with design team will be via video chat, phone, and email.
3. Prepare land use/SD, DD and CD Plan Sets: HHPR will prepare the plan sets including
 - a. Existing conditions/demo showing the overall site existing conditions, limits of work, and demo of existing features. Existing line work will be primarily topo survey and using as-built information to supplement the topo survey.
 - b. Overall site plan showing the overall site with proposed improvements.
 - c. Grading, paving and ESC plans showing the overall site and plan sheets at 1" = 20" scale.
 - d. Detailed grading plan showing enlarged view of areas where detailed spot grading is needed.
 - e. Site retaining wall plans, profiles and details as required.
 - f. Private site utilities including storm. Natural gas, electrical, communications, and site lighting will be shown for coordination.
 - g. Private north Loop Road street improvements plan and profile for widening, curb, driveways, ADA ramps and sidewalk.

- h. Private stormwater management and conveyance plans and details. HHPR to prepare stormwater management plans and report for Oregon City approval. Prepare NROD mitigation plan for stormwater conveyance outfall.
 - i. Prepare required details for civil improvements.
4. Specifications: HHPR will prepare specifications for civil engineering related improvements.
5. Earthwork Analysis: Toward the end of the DD phase, HHPR will complete an earthwork analysis, comparing existing ground and finish grade. HHPR will prepare an exhibit with these results.
6. Cost Estimating Review: HHPR will review the cost estimate prepared by the cost estimator and provide comments.

Bidding and Permitting

1. Bidding Assistance: HHPR will plot the civil sheets on a bid package titleblock with all sheets to be included. HHPR will prepare the civil specifications for the bid package. HHPR will assist in responding to civil related question that arise during the bidding process.
2. Permitting: The site related permits will be through City of Oregon City. It is anticipated that there will be three rounds of comments from the City prior to plan approval.
 - a. HHPR will assist in completing the permit applications in coordination with the design team.
 - b. HHPR will assist in developing permit packages that go to City. It is anticipated that DLR will be leading the permitting effort, coordinating with each consultant and plotting each permit package. It is anticipated that DLR will be responsible for delivery of the permitting packages to the City.
 - c. HHPR will respond to civil related plan review comments, revised plans, and reports as necessary and assist in resubmittal. HHPR will attend meetings with the city to review plan review comments.

Construction Administration Assistance

During construction HHPR will assist with responding to RFIs, reviewing civil related submittals, attend meetings, and provide periodic site observation.

1. HHPR will attend pre-construction meeting with team and agencies.
2. HHPR will review and respond to RFIs and Submittals.
3. HHPR will attend coordination meetings on-site as required.
4. HHPR will provide limited site observation and prepare field reports.

Closeout

During the Closeout phase, HHPR will conduct a final walk and punchlist of civil related items and prepare record drawings.

1. Final Walk / Punchlist: As directed by the Architect, HHPR will conduct a final walk of the site and prepare a punchlist for civil related items.
2. Record Drawings: HHPR will prepare record drawing as required by the owner and permitting agencies. The record drawings will be compiled from revisions that occurred during construction based on contractor's marked-up/redlined plans and site observation records.



Assumptions:

- 1) Final site/building plans shall be provided to Harper Houf Peterson Righellis Inc. (HHPR) in AutoCAD or compatible format.
- 2) Miscellaneous utilities (gas, electrical, phone and cable) will be designed by others, HHPR to assist with coordination and show services as directed on utility plans as appropriate.
- 3) Proposal does not include off-site/frontage public roadway improvements.
- 4) Lighting by others.
- 5) Landscape plans by others.

Proposal:

Based upon the "Project Description", "Scope of Services", "Assumptions" ; Harper Houf Peterson Righellis Inc. proposes to be compensated on a fixed fee basis per the following:

Topographic Survey	\$25,000
Land Use/Schematic Design	\$35,000
Design Development	\$70,000
Construction Documents	\$60,000
Permitting and Bidding	\$20,000
Construction Admin.	\$25,000
Close-Out	\$10,000
Reimb.	\$12,000
Total	\$257,000



October 13, 2022

Erica Loynd, FAIA, WELL AP
Justice+Civic Leader / Principal
DLR Group
51 University Street, Suite 600
Seattle, WA 98101

**RE: Clackamas County Circuit Court Project – Loop Road and Additional Parking
Landscape Architectural Services**

Dear Erica,

Thank you for the opportunity to submit our proposal for landscape architectural services on this exciting project for Clackamas County. We look forward to continuing our collaborative design work with DLR Group. Based upon our understanding of project scope, our previous and current work on the project, our conversations, and the materials we have received, we have prepared the following proposal for Design, Documentation, Permitting & Bidding, and Construction Administration services we envision providing.

PROJECT UNDERSTANDING

As described in the Request for Proposal for the overall Clackamas County Circuit Court Project:

“The State’s justice system in Clackamas County is served by the Clackamas County Courthouse in downtown Oregon City. The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department. The current courthouse was built in 1937 to house County offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The existing courthouse building requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

Recognizing the need for new county courthouses, the State legislature created the OCCIF in 2013, administered through the OJD. Counties that meet OCCIF requirements and are approved will receive OCCIF funding for 50% of the cost of a new county courthouse. To date, the OCCIF has funded courthouses for Multnomah and Jefferson counties. The County applied to the OCCIF for the Project and was approved by the State in 2017. As a requirement of the application process, the County completed courthouse facility assessments for the New Courthouse, one by Portland-based architectural firm SERA Architects and a second prepared by the National Center for State Courts, and recently reviewed and updated by the County’s technical advisor and the State and County stakeholders. These assessments projected the court system needs through 2060, along with the corresponding space requirements by functional area. The planned scope of the Project calls for approximately

250,000 square feet of court- related space containing 16 courtrooms, 14 to meet current demand and two additional for projected demand growth.

The New Courthouse building also will provide space to a variety of other public agencies, such as the Oregon Department of Human Services, Oregon Office of Public Defense Services, Clackamas County District Attorney's Office, Clackamas County Sheriff's Office, and Clackamas Indigent Defense Corporation.

Additional surface parking will also be required to be designed and constructed by the Project Company to serve the New Courthouse, and is expected to be available to serve the rest of the Red Soils Campus, on which the Project Site is located. The County, however, will retain responsibility for the maintenance, repair and management of the Parking Improvements."

DESIGN SCOPE

Cameron McCarthy's design scope (area) includes two distinct zones: Right of Way Improvements and Southern Parking Area + Pedestrian Access to Main Campus.

Southern Parking Area + Pedestrian Access to Main Campus: Scope includes full design of the parking area south of the loop road and the pedestrian access from this parking zone to the main campus and Circle of Honor. CM will document all surface site improvements (including grading and layout) and will work collaboratively with Civil on subgrade drainage locations and stormwater opportunities. We will coordinate the design of the storm water facilities and location of surface utility components with the Civil Engineer. We will coordinate light locations with Electrical engineer.

Right of Way Improvements: Scope includes working collaboratively with Civil Engineer on the realignment and improved loop road. CM will collaboratively with the Civil Engineer on the overall design concept focused on the pedestrian and bike experience while providing transit access and needs for the campus. We will determine overall walk and access locations, lighting and tree locations, and site furnishings. This portion of the project will be submitted as a separate permit package (drawings and specifications) to the City. CM will document landscape improvements (trees, plantings, irrigation), furnishings, and finish materials (special paving, tree grates, etc.) during construction documents while Civil provides sections/profiles, site, layout, and final grading plans.

A. LAND USE (LU) – August 2022-September 2022

Provide land use assistance to the team for the loop road extension and the southern parking area. The information is to be provided as part of the overall land use package for the full building package. This includes the following items:

Site Design for Parking Lot 'F' which shall include 474 parking spaces. Deliverables required:

- LU Site Plan
- LU Grading Plan
- LU Landscape Plan
- LU Demo, Tree Removal and Tree Protection Plan

Site Design for Loop Road extension from Library Court to Warner Milne Road. Deliverables required:

- LU Landscape Plan
- Roadway design by Civil Engineer

Enhanced landscape design with additional submittal. Site Design review requires DD level planting design be complete. This work is typically included in our DD process and will require an additional submittal for this early land use package. Cameron McCarthy will provide standard AIA support services related to permit assistance for the land use application which includes responding to AHJ comments.

A2. SCHEMATIC DESIGN (SD) – October 2022-November 2022

Attend work sessions with design team and Clackamas County to confirm exterior functions/needs for the project site. Assist in determining design, spatial requirements, and program components for site elements. We will assume primary responsibility for design refinements of the site within our scope, working collaboratively with Architect and other consultants. We will prepare and provide base drawings in AutoCAD format incorporating Architect's building footprint and title block. We will provide grading design of site improvements. We will develop a softscape scheme that identifies mass shrub areas, seeded areas and new tree locations.

We will coordinate the schematic grading design with Civil Engineer, who will address storm water detention and water quality opportunities and subgrade utility design. Civil Engineer will provide roadway grading and sections. We will coordinate schematic site lighting requirements and power opportunities with Electrical Engineer.

Deliverables:

- 50% SD Site Plan

- 100% SD Site Plan
- 100% SD Grading Plan
- 100% SD Landscape Plan

- Site/Landscape Narrative

Meetings:

- CM will attend two (2) meetings/sessions with Owner and/or City.
- CM will attend weekly meetings via videoconference with project team

B. DESIGN DEVELOPMENT (DD) – November 2022-January 2023

Refine the SD design in CAD. Assume primary responsibility for all surface site development as stated above. Integrate Architects' building refinements accordingly. Prepare a refined site plan, grading plan and landscape plan at 50% (internal check set) and 100% checkpoints. Prepare recommendations for materials (cut sheets and descriptive lists) for all softscapes and hardscapes. Softscapes include but may not be limited to plant palette for trees, shrubs, lawns and groundcovers, storm water landscapes, natural turf areas and related irrigation approach for each landscape type. Hardscapes include, but may not be limited to, surface treatments including vehicle parking, vehicle drop-offs, pathways/walks/ramps, colors and finishes for

standard and special paved areas, wall and step materials, storm water features, bollards, handrails, site furniture, site lighting, site signage and site fencing.

We will assist the Civil Engineer in developing sub grade utility locations, storm drainage structures, potable water locations and non-potable water provisions for landscape irrigation. We will work collaboratively with Civil to determine pavement sections and materials they specify. We will coordinate with the Electrical Engineer/Lighting Designer all work related to site lighting, power supply and power & data outlets on site and determine refined locations for these improvements. We will provide review of the cost estimate being prepared by others.

We will provide an outline specification for all landscape and site hardscape components. We will attend meetings with the Architect, Owner, and related team members as stated below. Assume preparation of 50% and 100% review document drawings.

Deliverables:

- 50% DD Site Plan(s)
- 50% DD Grading Plan(s)
- 50% DD Landscape Plan(s)
- 50% DD Product cut-sheets
- 50% DD Specifications

- 100% DD Site Plan(s)
- 100% DD Grading Plan(s)
- 100% DD Landscape Plan(s)
- 100% DD Product cut-sheets
- 100% DD Specifications

Meetings:

- CM will attend two (2) meetings/sessions with Owner and/or City.
- CM will attend weekly meetings via videoconference with project team

C. CONSTRUCTION DOCUMENTS (CD) – January 2023-May 2023

Preparation of Construction Drawings for all site components described above, landscape, field, and hardscape details, and technical specifications for all site improvements identified below. We will provide review of the cost estimate being prepared by others. Attend meetings with Owner, Architect and other team members as described below. Assume preparation of 50%, 90%, and 100% review document drawings.

Prepare bid documents to be included in Permits and Bid Packages for identified site improvements.

DRAWINGS:

Tree Removal and Tree Preservation Plan(s)
Site Plan(s)
Layout Plan(s) (Horizontal Controls)
Grading Plan(s) (Vertical Controls)
Irrigation Plan(s)
Planting Plan(s)
Enlarged Plans at Special Areas
Landscape Details
Hardscape Details

SPECIFICATIONS:

01 56 39 - Temporary Tree Protection
12 93 00 - Site Furnishings
32 31 13 - Chain Link Fences and Gates
32 31 19 - Decorative Metal Fences and Gates
32 80 00 - Irrigation
32 92 19 - Landscape Grading
32 92 19 - Seeding
32 93 00 - Plants

Deliverables:

- 50% CD Drawings and Specifications
- 90% CD Drawings and Specifications
- 100% CD Drawings and Specifications

Meetings:

- CM will attend two (2) meetings/sessions with Owner and/or City.
- CM will attend weekly meetings via videoconference with project team

D. PERMITTING AND BIDDING ASSISTANCE

Standard AIA consulting services related to site improvements. Assist Architect with preparation of Addendum. Respond to City review comments. Respond to contractor's inquiries during Bidding.

E. CONSTRUCTION ADMINISTRATION

Standard AIA consulting services related to site improvements. Attend pre-construction meeting(s) related to site development. Attend weekly construction meetings related to site development. Attend required site inspection as stated in project specifications. Prepare drawing revisions related to CR's, CCD's etc. Respond to RFI's, review submittals, shop drawings. Attend Substantial and Final Completion inspections; prepare weekly reports; develop punch lists.

Meetings/Site Visits:

ROW Improvements:

Attend one (1) pre-construction meeting; attend four (4) construction inspection/review meetings during length of construction (assume four months of ROW construction). Attend two (1) Substantial Completion inspections and one (1) Final Completion inspections.

Southern Parking Area + Pedestrian Access to Main Campus:

Attend one (1) pre-construction meeting; attend six (6) construction inspection/review meetings during length of construction (assume four months of site construction). Attend two (1) Substantial Completion inspections and one (1) Final Completion inspections.

F. PROJECT CLOSEOUT

Standard AIA consulting services related to site improvements. Prepare record documents from contractor provided drawings mark-ups. Review operations and maintenance manuals provided by contractor. Conduct 1-year warranty inspection.

COMPENSATION

• FEES FOR PROFESSIONAL SERVICE

• Land Use	\$17,900
• Schematic Design	\$15,000
• Design Development	\$37,000
• Construction Documentation	\$78,000
• Permitting & Bidding	\$10,000
• Construction Administration	\$24,000
• <u>Project Closeout</u>	<u>\$2,000</u>
• Total Fees	\$183,900

We propose that all services noted above be provided for a Lump Sum = **\$183,900**. Invoices will be submitted monthly with payment requests based upon percentage of completion for each phase of design.

• REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the Lump Sum shown above.

• Schematic Design	\$ 500
• Design Development	\$ 1,000
• Construction Documentation	\$ 1,000
• Permitting & Bidding	\$ 300
• Construction Administration	\$ 1,000
• <u>Project Closeout</u>	<u>\$ 200</u>
• Total Expenses	\$ 4,000

The total estimated reimbursable expenses are **\$4,000**. The following expenses are considered reimbursable and will be charged at the rates listed below.

Personal Car Mileage	\$0.585 Per Mile
Postage, Shipping & Delivery	Actual Cost
Printing and Reproduction of Deliverables	Actual Cost
Lodging	\$250.00 Per Night*
Meals	\$70.00 Per Diem*
Commercial Transport	Actual Cost

*At cost not to exceed

Total Fees and Estimated Expenses are: \$187,900

ASSUMPTIONS & EXCLUSIONS

In addition to the narrative above describing our work, please note the following assumptions and exclusions made in determining our fees for service:

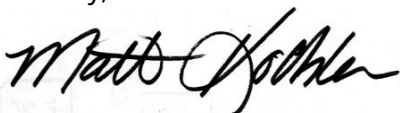
- Our proposal assumes that we will be able to fully bill out each phase of service prior to billing against the next sequential service.
- Provision of base map / topographic information prepared by a professional land surveyor is by others.
- Geotechnical engineering report with foundation, soil percolation, groundwater and pavement recommendations will be provided by others.
- Arborist services (including identification of existing tree size, condition, and recommendations) will be provided by others (Project Arborist).
- Erosion control permit and related documentation will be prepared by the Civil Engineer.
- Cost Estimation is by others.
- Green roof or similar on-structure landscape design is excluded. ^{SEP}
- Services related to providing a Conformance Set are excluded but can be provided as an additional service.
- Services related to Nursery Visits are excluded. ^{SEP}
- The anticipated site construction duration is noted above. Extension of the construction schedule may require an additional service.
- Structural engineering for walls and footings exceeding 3’ height, footings of fences or poles exceeding 6’ height, and site lighting will be provided by design team structural engineer. Provision includes footing dimensions and reinforcement design.
- Our proposal assumes that minor revisions may be necessary with each successive stage of the work as it progresses (to account for cost control measures, value engineering, design improvements, etc.). If, however, major revisions are necessary to work previously executed and submitted as the result of a major change in program, budget, or other decisions beyond our control after one of the designated checkpoints, we will require the extra work be compensated through an Additional Service agreement. ^{SEP}

ADDITIONAL SERVICES

Additional services (beyond those covered by the Total Fees and Estimated Expenses) requested by the Owner or Architect will be provided by as an amendment to our agreement. Work on major revisions will not be undertaken as Additional Service until authorization is received.

Again, we look forward to the opportunity to continue our collaborate with DLR Group on this important project for Clackamas County. We hope this proposal meets with your approval. Please don’t hesitate to contact us if you have any questions or concerns. We welcome your feedback in consideration of an approach different from what we have described in this proposal.

Sincerely,



Matthew S. Koehler, ASLA, LEED AP
Principal

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____