



DAN JOHNSON
DIRECTOR

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

January 6, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval to accept an Easement and Equitable Servitude for
Clackamas County LUST Site #03-91-0385

Purpose/ Outcomes	Approval to accept/execute an Easement and Equitable Servitude (EES) for Clackamas County LUST Site #03-91-0385
Dollar Amount and Fiscal Impact	Minimal unknown amount; owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES.
Funding Source	Clackamas County Road Funds will cover DEQ's costs, as long as the property is under county ownership. No county general funds will be used.
Duration	Grant of Easement is effective November 22, 2021; and will remain in effect until EES is released. Conditions will impact Clackamas County until such a time that the property is transferred or the EES is released.
Previous Board Action	1/4/2022: Discussion item at issues
Strategic Plan Alignment	<p><i>1. How does this item align with your department's Strategic Business Plan goals?</i> This project will help meet the goal to relocate Transportation Maintenance to a new facility.</p> <p><i>2. How does this item align with the County's Performance Clackamas goals?</i> This action helps ensure long-term investments in infrastructure that will support the diverse needs of Clackamas County residents. This action aligns with the Performance Clackamas Goal that by 2024, County policies and decisions, service delivery, and Board deliberations will be equitable, inclusive and transparent.</p>
Counsel Review	This item has been reviewed by County Counsel- NB 12/15/21
Procurement Review	<p>1. Was this item processed through Procurement? No</p> <p>2. If no, provide brief explanation: No contract is required.</p>
Contact Person	Diedre Landon, Administrative Services Manager Snr. 503-742-4411

BACKGROUND:

Since the 1920s, Clackamas County has owned and operated a 22-acre property (made up of nine total tax lots) on SE Abernethy Road as an equipment and vehicle maintenance facility and storage yard. The overall site includes County administrative and maintenance buildings, covered paved equipment parking, repair and storage shops, and paved employee parking.

There is a 2.4-acre site, which includes portions of the three tax lots listed below, where historic fueling and automotive service operations resulted in leaking underground storage tank (UST) releases causing soil and groundwater contamination. All known USTs were decommissioned at various times between 1991 and 1998, after which fueling/UST operations were discontinued. However, Oregon Department of Environmental Quality (DEQ) has maintained open files on these releases for almost 30 years.

- 22E29CA02500
- 22E29CA02700
- 22E29CD00100

Since 2018, Clackamas County staff have been working with EES Environmental Consulting, Inc. to facilitate the discussions with Oregon Department of Environmental Quality (DEQ) to outline an approach to achieve regulatory closure of the leaking underground storage tank file for the Clackamas County Transportation Maintenance Facility. This approach included preparation, editing and receiving approval of various required documents, including these two formal EES.

The County has conducted UST cleanup and assessment activities, which indicate that residual soil and groundwater contamination associated with UST releases in some cases exceeds applicable Oregon DEQ risk-based concentrations (RBCs) for construction/excavation workers, but the most highly-contaminated media appear to be located at depths between approximately 15 and 35 feet where impacts are relatively isolated from exposure to human and ecological receptors.

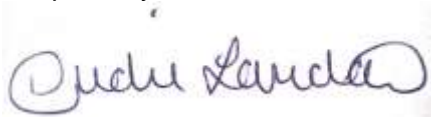
Oregon DEQ has agreed that these remaining hazards can effectively be managed by administrative controls, and will proceed with a No Further Action letter and site closure upon execution and recording of the two EES which are limited to the portion of the property delineated by the footprint of residual soil and groundwater contamination and where vapor intrusion and direct contact concerns are identified for urban residential exposure scenarios. The EES documents will impose:

- (1) Groundwater use restrictions,
- (2) Contaminated Media Management Plan for excavation work in the affected area; and
- (3) DEQ review of future development plans that propose Urban Residential-use building construction within the 2.4 acre area, of the overall 22 acre site, covered by the EES restrictions.

RECOMMENDATION:

Staff respectfully recommends approval to sign, notarize and record the Easement and Equitable Servitude for Clackamas County LUST Site #03-91-0385, so DEQ can proceed with preparation of the No Further Action letter and site closure.

Respectfully Submitted,



Diedre Landon
Administrative Services Manager, Snr.

ATTACHMENTS:

1. Oregon DEQ Transmittal Letter
2. Easement & Equitable Servitudes (EES) for 902 Abernethy Road
3. Easement & Equitable Servitudes (EES) for 1007 Abernethy Road



Oregon

Kate Brown, Governor

Department of Environmental Quality
Northwest Region
700 NE Multnomah Street, Suite 600
Portland, OR 97232
(503) 229-5263
FAX (503) 229-6945
TTY 711

December 7, 2021

DIEDRE LANDON
CLACKAMAS COUNTY – TRANSPORTATION & DEVELOPMENT
DTD ADMIN, MS-1
150 BEAVERCREEK RD
OREGON CITY, OR 97045

RE: Easements for Clackamas County LUST site #03-91-0385

Dear Ms. Landon:

The Department of Environmental Quality Leaking Underground Storage Tank (LUST) program has reviewed the preliminary data for the Clackamas County Department of Transportation Maintenance Facility (aka Clackamas County DTD). Based on the residual contamination, an Easement and Equitable Servitudes are required for site closure for two of the associated parcels. Enclosed are the EES documents for the site, which is owned by Clackamas County. DEQ refers to the Site as file #03-91-0385.

The Clackamas County Commissioner Chair's signature is required on the EES documents along with that of a notary public. After both documents are properly notarized, record them with Clackamas County. When recording the EES on the deed records, please obtain a copy of the EESs with the recorder stamp.

Send the recorded EES to Gerald Gamolo with the LUST Program at:

Oregon DEQ
Attn: Gerald Gamolo, LUST Program
700 NE Multnomah St., Suite 600
Portland, OR 97232

Once we have received a copy of the fully executed and stamped EES, we can proceed with preparation of the No Further Action letter and site closure. If you have any questions regarding the EES, please call me at (503) 229 5580 or email me at Ash.Desmond@deq.state.or.us.

Respectfully,

Ash Desmond, Project Manager
DEQ Leaking Underground Storage Tank Program

Cc: file

Att: (2) Easement and Equitable Servitudes for 902 Abernethy Road
Easement and Equitable Servitudes for 1007 Abernethy Road

Space above this line for Recorder's use.

After recording, return to:

Grantor

CLACKAMAS COUNTY
2051 S KAEN RD.
OREGON CITY, OR 97045

Grantee

OREGON DEQ
700 NE MULTNOMAH ST., SUITE 600
PORTLAND, OR 97232

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes is made November 22, 2021, between Clackamas County and the Oregon Department of Environmental Quality (“**DEQ**” or “**Grantee**”).

RECITALS

A. Grantor is the owner of certain real property located at 902 and 1007 Abernethy Rd., Oregon City, Oregon (the “**Property**”) the location of which is more described in Exhibits A-1 through A-4 and shown in Exhibits B and B-1 through B-5 to this Easement and Equitable Servitudes and referenced under LUST#03-91-0385 in the files of DEQ’s Leaking Underground Storage Tank Program at DEQ’s Northwest Region office located at 700 NE Multnomah Street, Portland, Oregon. Interested parties may contact the Northwest Region office to review a detailed description of the residual risks present at the Property and described in the EES Risk-Based UST Cleanup and Closure Report dated October 31, 2019.

B. Identified contamination at the site originated from historical releases from underground storage tank systems, which were decommissioned between 1991 and 1998. EES, an

environmental contractor, completed supplemental investigations in 2018-19 associated with this LUST site. Environmental investigation revealed limited subsurface groundwater and soil contamination which generally extends north/northwest from the former USTs. Within limited areas of the Property, UST contamination exceeds Oregon DEQ risk-based concentrations for Urban Residential and construction/excavation workers, which are considered to be potential receptors based on likely future use. The most significant contamination appears to be isolated at depths between approximately 15 to 35 feet below ground surface where contact and exposure are less likely. There are no current pathways of exposure for remaining contamination. This easement applies to Parcel 22 E 29 CD, Lot 100, 902 Abernethy Rd. The other parcel with an easement from this release is Parcel 22 E 29 CA, Lot 2500, 1007 Abernethy Rd.

C. On November 22, 2021, DEQ entered into this agreement under which Grantor has agreed to implement the Equitable Servitudes set forth in Section 3.0 of this Easement.

D. The provisions of this Easement and Equitable Servitudes are intended to further the implementation of the purpose of the selected action by recording the institutional controls required by DEQ to ensure that current and future use of the Property protects human health and the environment from petroleum contaminated soil, groundwater and vapor.

1. DEFINITIONS

1.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.

1.2 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.

1.3 "Property" means the real property described in Exhibit A to this Easement and Equitable Servitudes.

1.4 "Urban Residential" means human contaminant receptors and property use as defined by Oregon DEQ (*Risk-Based Decision Making for the Remediation of Contaminated Sites*, rev. 10/02/2017).

2. GENERAL DECLARATION

Grantor grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property described in Attachment A to this Easement and Equitable Servitudes, is now subject to and shall in future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Easement and Equitable Servitudes. Each condition and restriction set forth in this Easement and Equitable Servitudes touches and concerns the Property and the equitable servitudes granted in paragraph 3 and easement granted in paragraph 4 below, shall run with the land for all purposes, shall be binding upon all current and future owners of the Property as set forth in this Easement and Equitable Servitudes, and shall inure to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this Easement and Equitable Servitudes.

3. EQUITABLE SERVITUDES (RESTRICTIONS ON USE)

3.1 **Groundwater Use Restrictions.** Oregon City Ordinance No 94-1022 does not allow well construction at Affected Portions of the Property or elsewhere in the vicinity. In accordance with the existing Ordinance and this Easement and Equitable Servitudes, Owner may not extract through wells or by other means or use groundwater at the Property for consumption or other beneficial use. This prohibition does not apply to extraction of groundwater associated with groundwater treatment or monitoring activities approved by DEQ or to temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property. Owner must conduct a waste determination on any groundwater that is extracted during such monitoring, treatment, or dewatering activities and handle, store and manage waste water according to applicable laws. Oregon City Ordinance No 94-1022 does not allow well construction at the Property or elsewhere in the vicinity.

3.2 **Contaminated Media Management Plan.** The Owner has prepared a contaminated media management plan (CMMP) to inform decisions related to managing, characterizing and disposing of contaminated media encountered during future redevelopment, construction and/or excavation at the Property. The Owner shall maintain the CMMP at the Property and convey the plan to future owners. A copy of the CMMP is available in DEQ's files for Clackamas County D.T.D., LUST File No. 03-91-0385.

3.3 **Conditions on Future Construction at Property.** Only with the prior written approval of DEQ, the Owner may construct future buildings for human Urban Residential use at the Property. Future Urban Residential buildings constructed at the Property must incorporate DEQ-approved, professionally installed vapor mitigation engineering control(s) into the building design. Alternatively, Owner will perform additional cleanup and/or site assessment in accordance with a DEQ-approved work plan adequate to demonstrate that residual contamination does not pose unacceptable vapor intrusion risks to future Urban Residential building occupants. Owner shall not construct future Urban Residential buildings or allow other parties to occupy and/or

construct future Urban Residential buildings for human occupation unless this requirement has been satisfied or it has been demonstrated to the satisfaction of DEQ that this prohibition on construction is no longer necessary to protect human health.

3.4 DEQ Review of Development Plans. Prior to any future construction of an Urban Residential-use building at the Property, the Owner must submit professionally prepared plans for the proposed development to DEQ for review by the UST Cleanup Program (or its successor). Any such plans submitted to DEQ must include plans for a) professionally-installed vapor mitigation engineering controls and associated performance testing that are signed and stamped by an Oregon-registered Professional Engineer and/or b) remediation of petroleum-contaminated soil and groundwater to below applicable Risk-Based Concentrations and confirmation sampling appropriate to demonstrate the success of cleanup and/or c) site assessment adequate to rule out unacceptable vapor intrusion risks to future Urban Residential-use building occupants. Owner shall pay DEQ's costs associated with any reviews, requests or approvals required by this EES. Such review shall be carried out in a timely manner and minimize delays for such development.

3.5 Use of the Property. Owner may not occupy or allow other parties to occupy the Property unless the controls listed in this Section 3 are maintained.

4. EASEMENT (RIGHT OF ENTRY)

During reasonable hours and subject to reasonable security requirements, DEQ may enter upon and inspect any portion of the Property to determine whether the requirements of this EES have been or are being complied with. Except when necessary to address an imminent threat to human health or the environment, DEQ will use its best efforts to notify the Owner 72 hours before DEQ entry to the Property. DEQ may enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner the violation of any condition or restriction contained in this EES, provided DEQ first gives written notice of the violation to Owner describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ to evaluate compliance or to abate, mitigate, or cure a violation may not be deemed a trespass.

5. RELEASE OF RESTRICTIONS

5.1 Owner may request release of any or all of the conditions or restrictions contained in this EES by submitting such request to the DEQ in writing with evidence that the conditions or restrictions are no longer necessary to protect human health and the environment. The decision to release any or all of the conditions or restrictions in this EES will be within the sole discretion of DEQ.

5.2 Upon a determination pursuant to Subsection 5.1, DEQ will, as appropriate, execute and deliver to Owner a release of specific conditions or restrictions, or a release of this EES in its entirety.

6. GENERAL PROVISIONS

6.1 **Notice of Transfer/Change of Use.** Owner must notify DEQ within 10 days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Such notice must include the full name and address of the Party to whom Owner has transferred an interest or right of occupancy. In addition, Owner must notify DEQ a minimum of 10 days before the effective date of any change in use of the Property that might expose human or ecological receptors to hazardous substances. Such notice must include complete details of any planned development activities or change in use. Notwithstanding the foregoing, Owner may not commence any development inconsistent with the conditions or restrictions in Section 3 without prior written approval from DEQ as provided in Subsection 3 of this EES or removal of the condition or restriction as provided in Subsection 5.1. This subsection does not apply to the grant or conveyance of a security interest in the Property.

6.2 **Zoning Changes.** Owner must notify DEQ no less than 30 days before Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the City of Oregon City zoning code or any successor code. As of the date of this EES, the base zone of the Property is Mixed Use Downtown (MUD).

6.3 **Cost Recovery.** Owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. This EES constitutes the binding agreement by the Owner to reimburse DEQ for all such eligible review and oversight costs. DEQ will establish a cost recovery account for tracking and invoicing DEQ project costs. DEQ will provide the Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this EES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

6.4 **Reference in Deed.** A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the deed records of the County in which the Property is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

6.5 **Effect of Recording.** Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

6.6 **Enforcement and Remedies.** Upon any violation of any condition or restriction contained in this EES, the State of Oregon, in addition to the remedies described in Section 4, may seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement and Equitable Servitudes as of the date and year first set forth above.

GRANTOR: Clackamas County

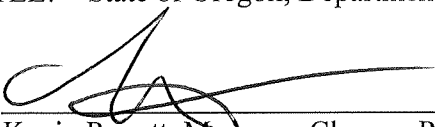
By: _____ Date: _____
Tootie Smith, Chair, Board of County Commissioners

STATE OF _____)
County of _____)

The foregoing instrument is acknowledged before me this _____ day of _____, 2021, by as property owner of _____ Oregon City, Oregon.

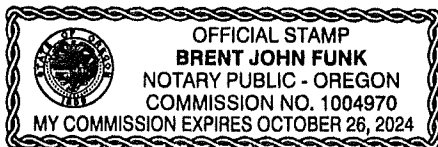
NOTARY PUBLIC
My commission expires: _____


GRANTEE: State of Oregon, Department of Environmental Quality

By:  _____ Date: 12/7/21
Kevin Parrett, Manager, Cleanup Program

STATE OF OREGON)
County of Multnomah)

The foregoing instrument is acknowledged before me this 7th day of December, 2021, by Kevin Parrett, as a Manager of Oregon DEQ, for and on its behalf.



 _____
NOTARY PUBLIC
My commission expires: 10/26/2024

For further information, please contact:
Oregon DEQ LUST Program
700 NE Multnomah St., Suite 600
Portland, OR 97232

After recording, please return to:
Oregon DEQ
Attention: LUST Program
700 NE Multnomah St., Suite 600
Portland, OR 97232

EXHIBIT "A-1"

Abernethy Road
Owner: Clackamas County
Project Number: RM 2018-0000-00009
Property Reference B. 165, P. 108

Map No. 22E29CD 100
Date: January 2, 2020
Page 1 of 1

Easement and Equitable Servitude

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Book 165, on Page 108, Clackamas County Deed Records, said portion shown on maps in attached Exhibit "B-1" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying northeasterly of a line that begins at a point on the south line of the George Abernethy DLC No.58, said point being 133 feet (more or less), west of the intersection of the east line of said property with the south line of said DLC No. 58, to a point on the easterly line of said property that is 131 feet (more or less), southerly of the intersection of the east line of said property with the south line of said DLC No. 58.

The area of land to which this description applies contains 8,714 square feet more or less.

EXHIBIT "A-2"

Abernethy Road
Owner: Clackamas County
Project Number: RM 2018-0000-00009
Property Reference B. 255, P. 628

Map No. 22E29CD 100
Date: January 2, 2020
Page 1 of 1

Easement and Equitable Servitude

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Book 255, on Page 628, Clackamas County Deed Records, said portion shown on maps in attached Exhibit "B-2" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying northerly of a line running southeasterly from a point on the westerly property line of said property, that is southerly 141 feet (more or less) of the intersection of the south line of the George Abernethy DLC No. 58, and the westerly property line of said property, to a point on the easterly property line of said property that is 238 feet (more or less), southerly, of the intersection of the south line of the George Abernethy DLC No. 58, and the easterly property line of said property.

The area of land to which this description applies contains 44,289 square feet more or less.

EXHIBIT "A-3"

Abernethy Road
Owner: Clackamas County
Project Number: RM 2018-0000-00009
Property Reference B. 287, P. 677

Map No. 22E29CD 100
Date: January 2, 2020
Page 1 of 1

Easement and Equitable Servitude

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Book 287, on Page 677, Clackamas County Deed Records, said portion shown on the map in attached Exhibit "B-3" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying northerly of a line running northeasterly from a point on the westerly property line of said property, that is 195 feet (more or less), southerly of the intersection of the south line of the George Abernethy DLC No. 58, and the westerly property line of said property, to a point on the easterly property line of said property that is 143 feet (more or less), southerly, of the intersection of the south line of the George Abernethy DLC No. 58, and the easterly property line of said property.

The area of land to which this description applies contains 16,905 square feet more or less.

EXHIBIT B


Maps of the Property

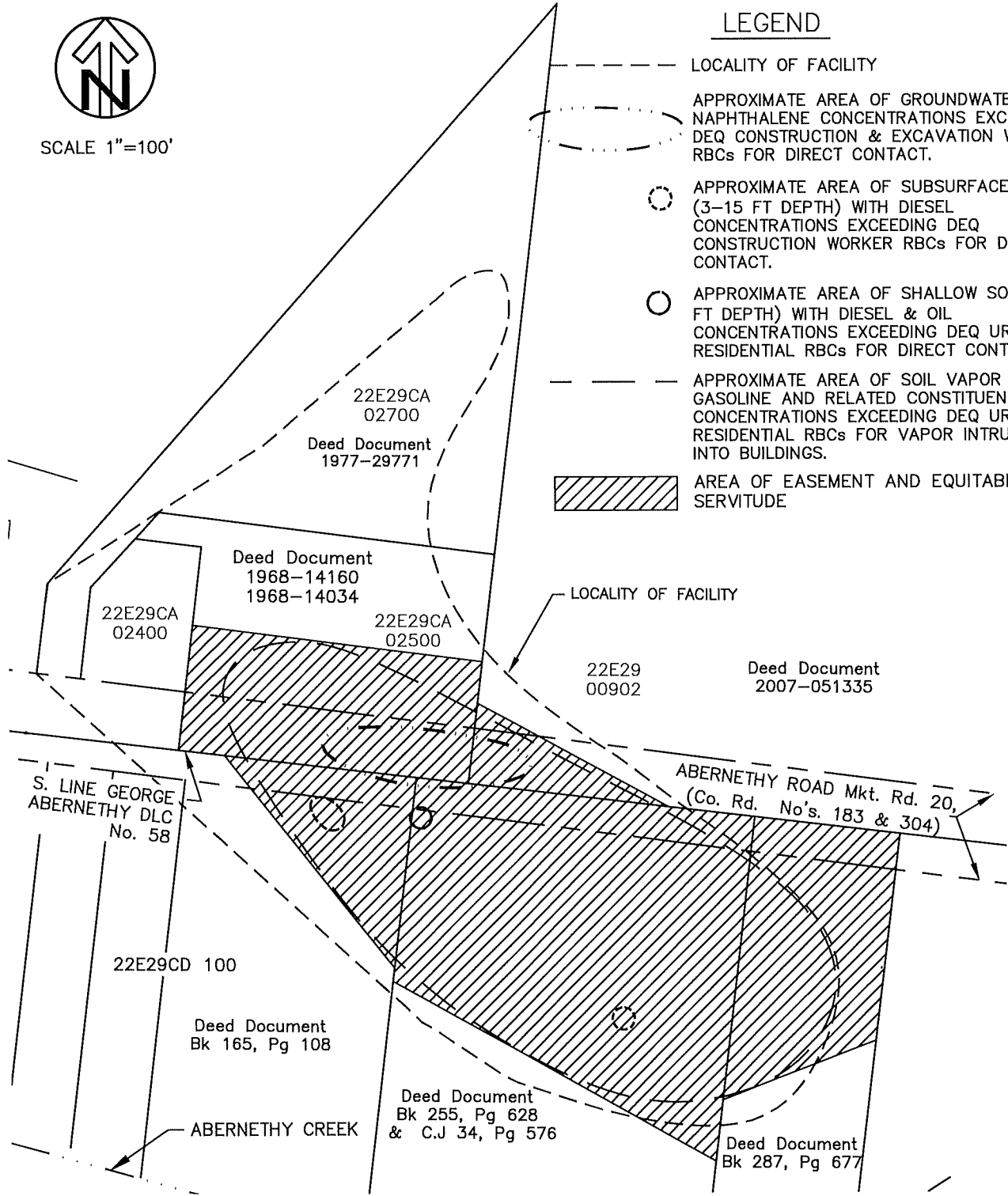
SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



SCALE 1"=100'

LEGEND

- - - - - LOCALITY OF FACILITY
- - - - - APPROXIMATE AREA OF GROUNDWATER WITH NAPHTHALENE CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION & EXCAVATION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SUBSURFACE SOIL (3-15 FT DEPTH) WITH DIESEL CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SHALLOW SOIL (<3 FT DEPTH) WITH DIESEL & OIL CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR DIRECT CONTACT
- - - - - APPROXIMATE AREA OF SOIL VAPOR WITH GASOLINE AND RELATED CONSTITUENT CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR VAPOR INTRUSION INTO BUILDINGS.
-  AREA OF EASEMENT AND EQUITABLE SERVITUDE



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



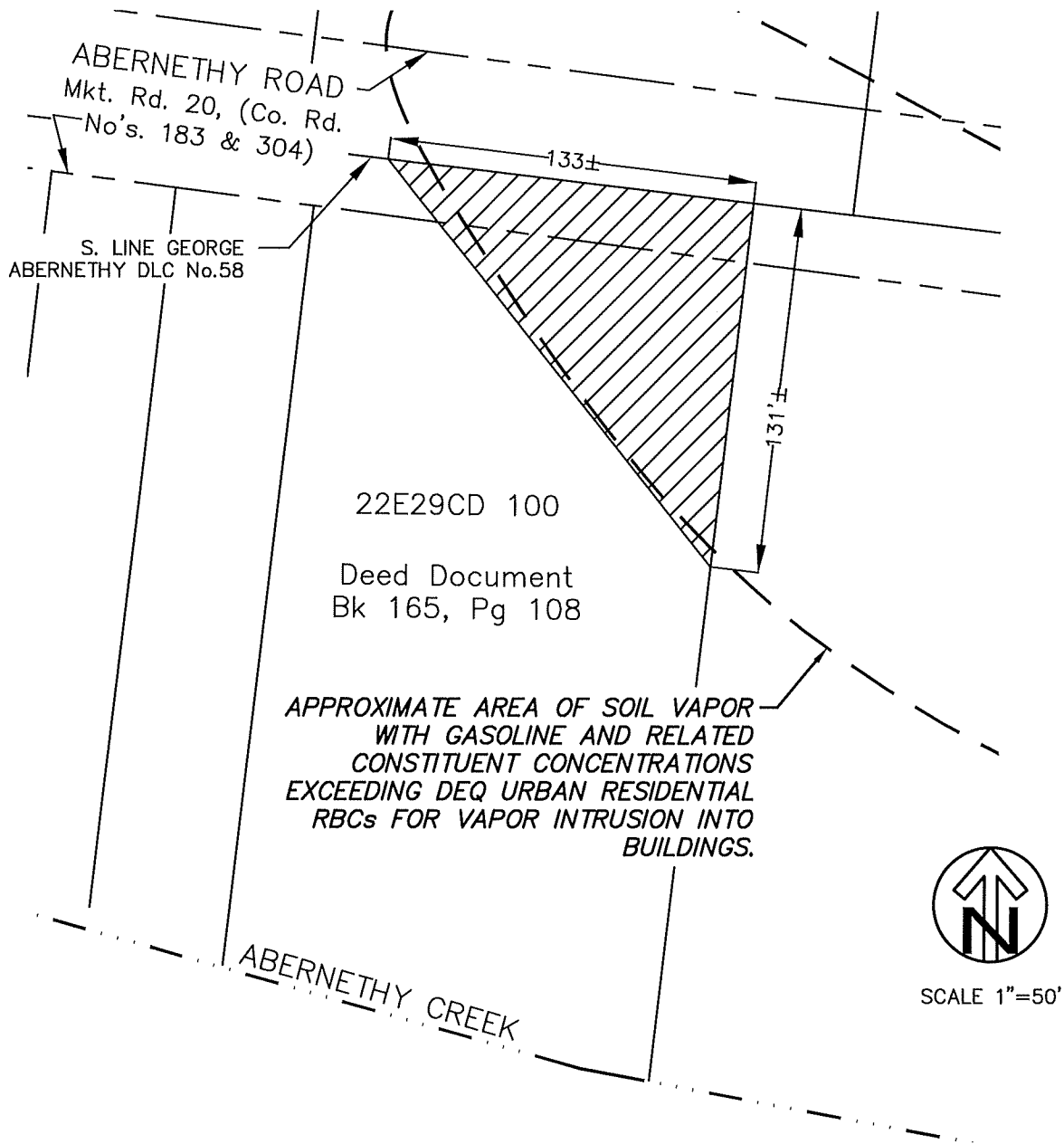
BY: D. Cutshall

DATE: 12/27/2019

SHEET
 1 OF 1

EXHIBIT "B"
 ABERNETHY PROPERTY OVERVIEW

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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

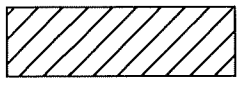
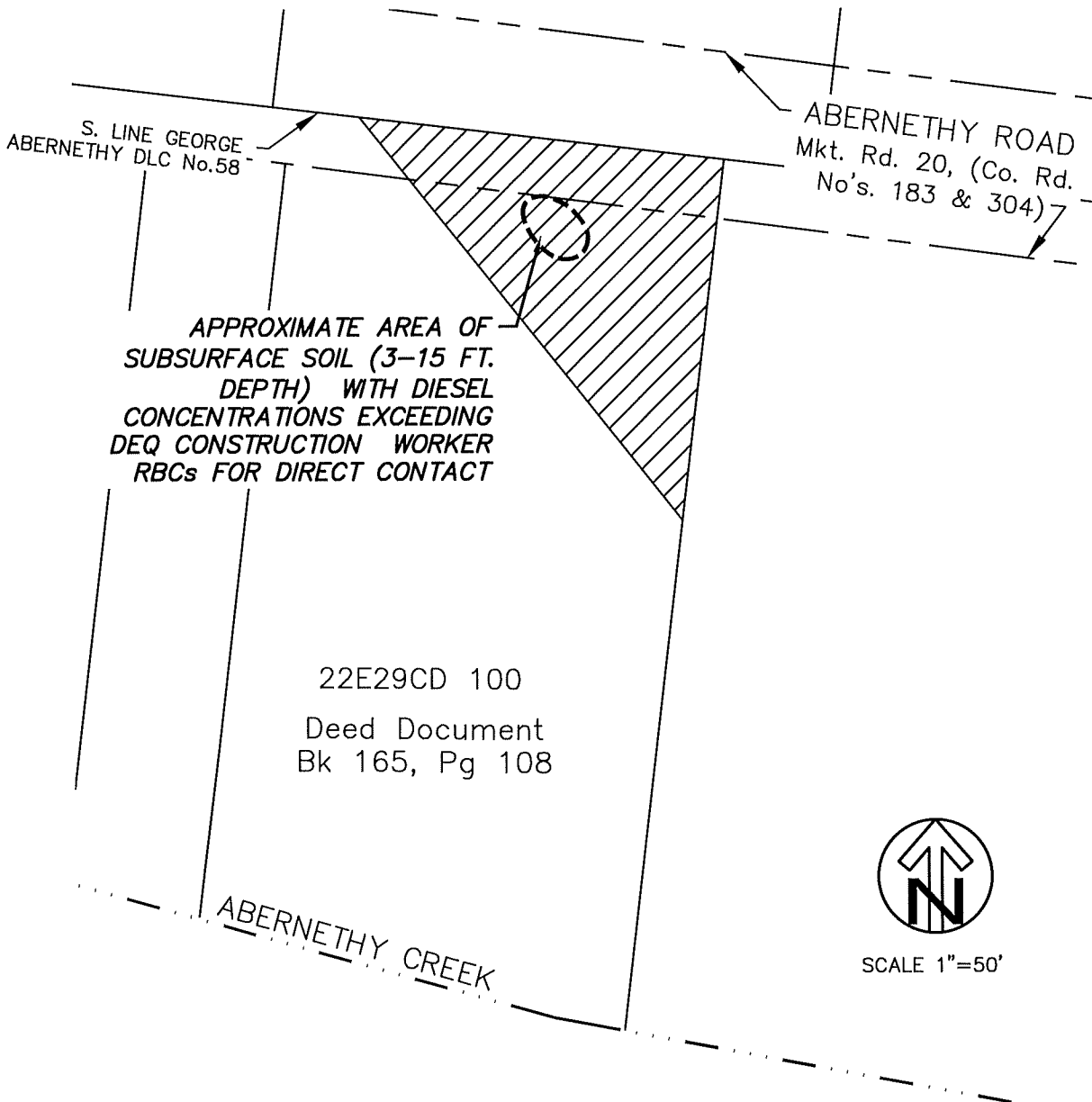


BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-1"
 PROPERTY REFERENCE B. 165, P. 108

SHEET
 1 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
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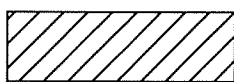
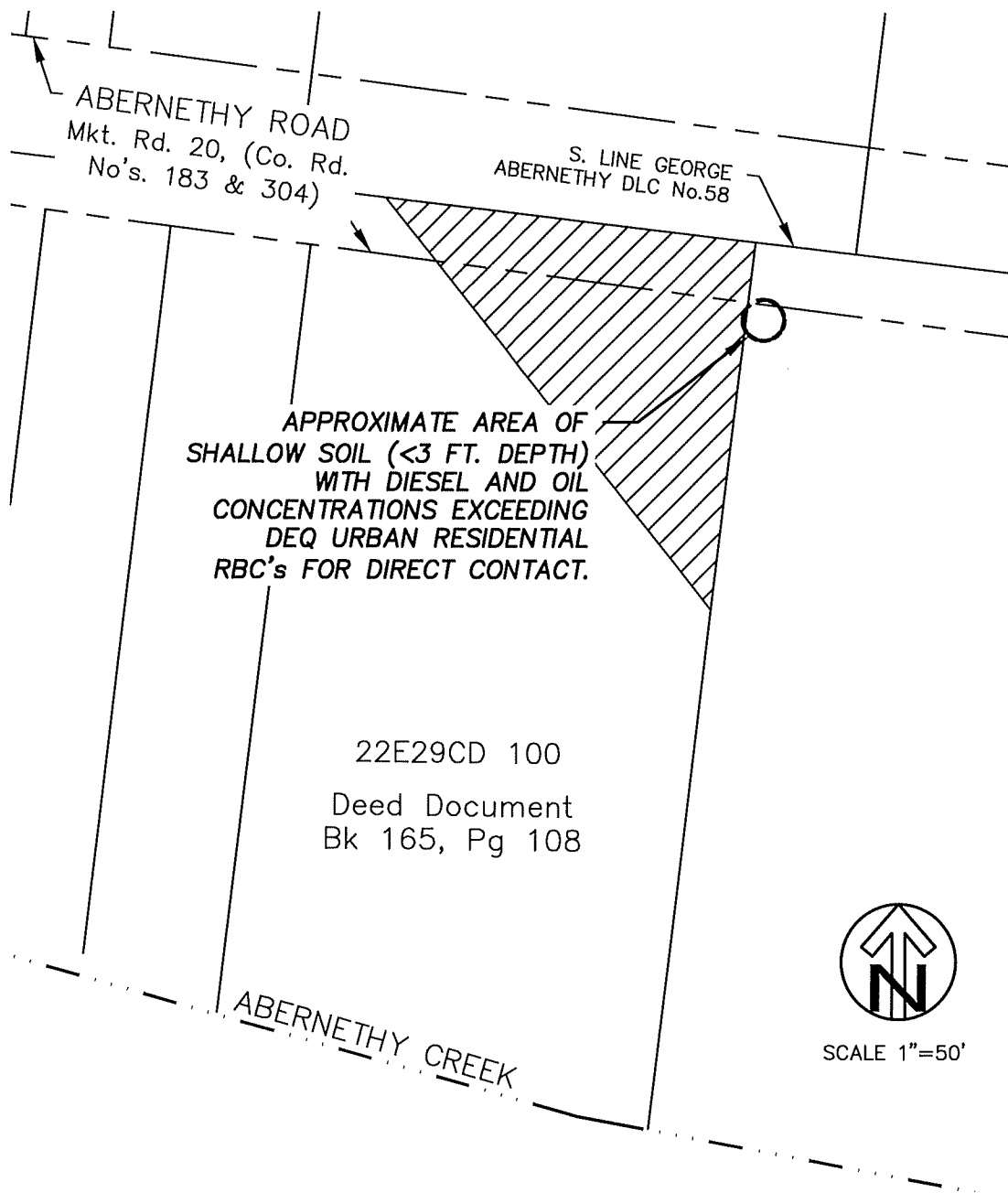
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"
 PROPERTY REFERENCE B. 165, P. 108

SHEET
 2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT

150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



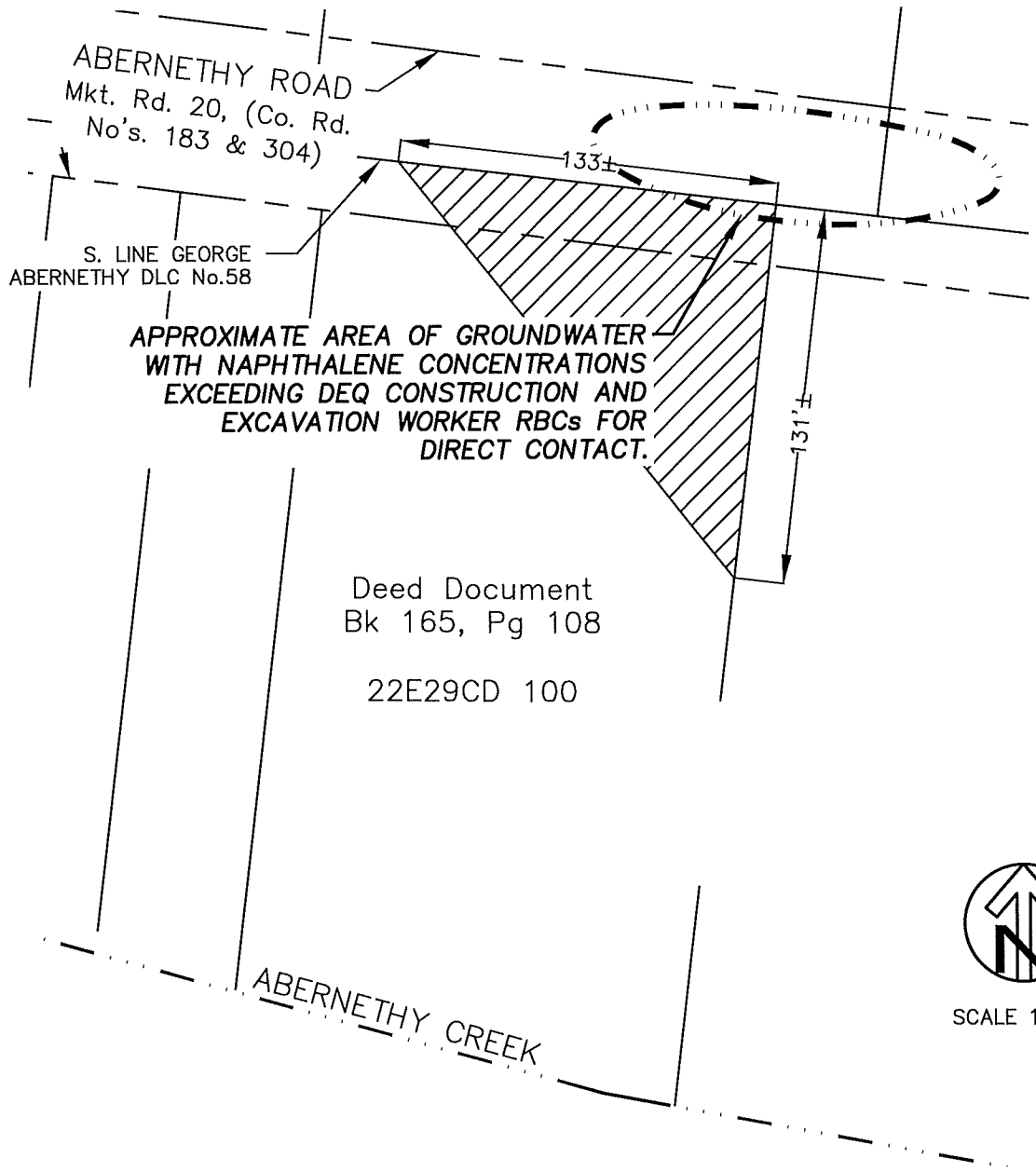
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"
 PROPERTY REFERENCE B. 165, P. 108

SHEET
 3 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT

150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



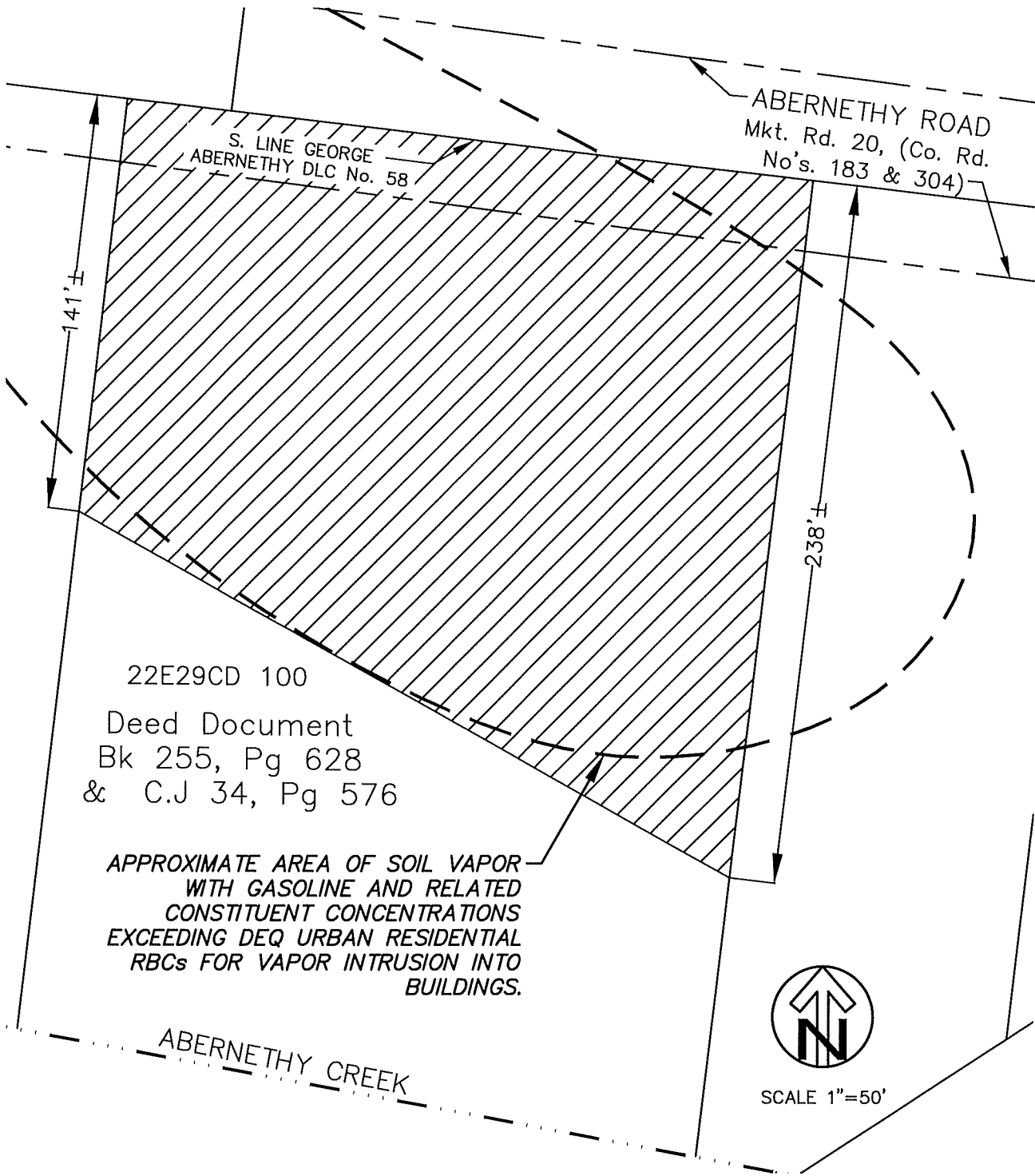
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"
 PROPERTY REFERENCE B. 165, P. 108

SHEET
 4 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



22E29CD 100
 Deed Document
 Bk 255, Pg 628
 & C.J 34, Pg 576

APPROXIMATE AREA OF SOIL VAPOR
 WITH GASOLINE AND RELATED
 CONSTITUENT CONCENTRATIONS
 EXCEEDING DEQ URBAN RESIDENTIAL
 RBCs FOR VAPOR INTRUSION INTO
 BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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

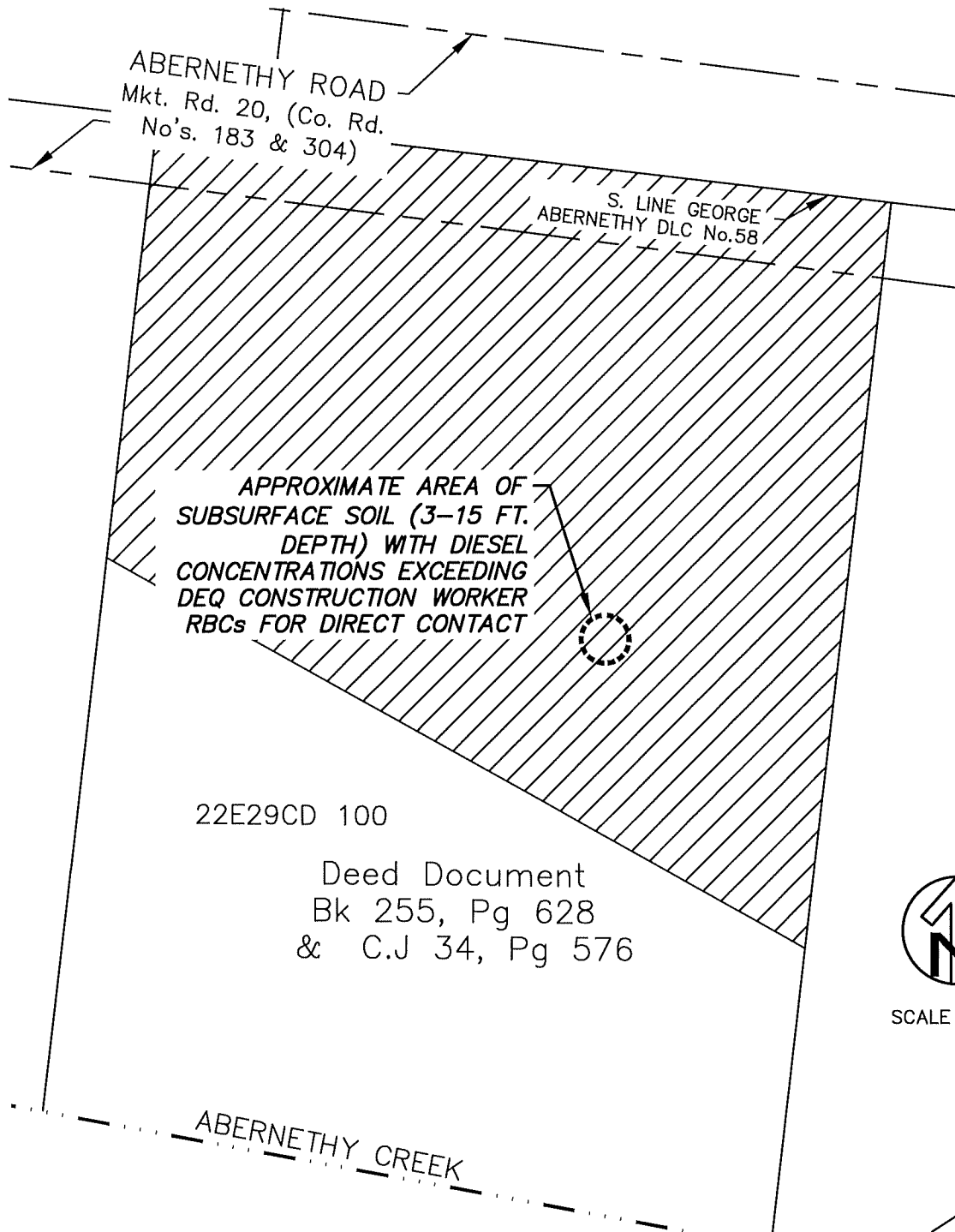


BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-2"
 PROPERTY REFERENCE B. 255, P. 628

SHEET
 1 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-2"
PROPERTY REFERENCE B. 255, P. 628

SHEET
2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON

ABERNETHY ROAD
Mkt. Rd. 20, (Co. Rd.
No's. 183 & 304)

S. LINE GEORGE
ABERNETHY DLC No.58

APPROXIMATE AREA OF
SHALLOW SOIL (<3 FT.
DEPTH) WITH DIESEL AND OIL
CONCENTRATIONS EXCEEDING
DEQ URBAN RESIDENTIAL RBC's
FOR DIRECT CONTACT.

22E29CD 100

Deed Document
Bk 255, Pg 628
& C.J 34, Pg 576

ABERNETHY CREEK



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



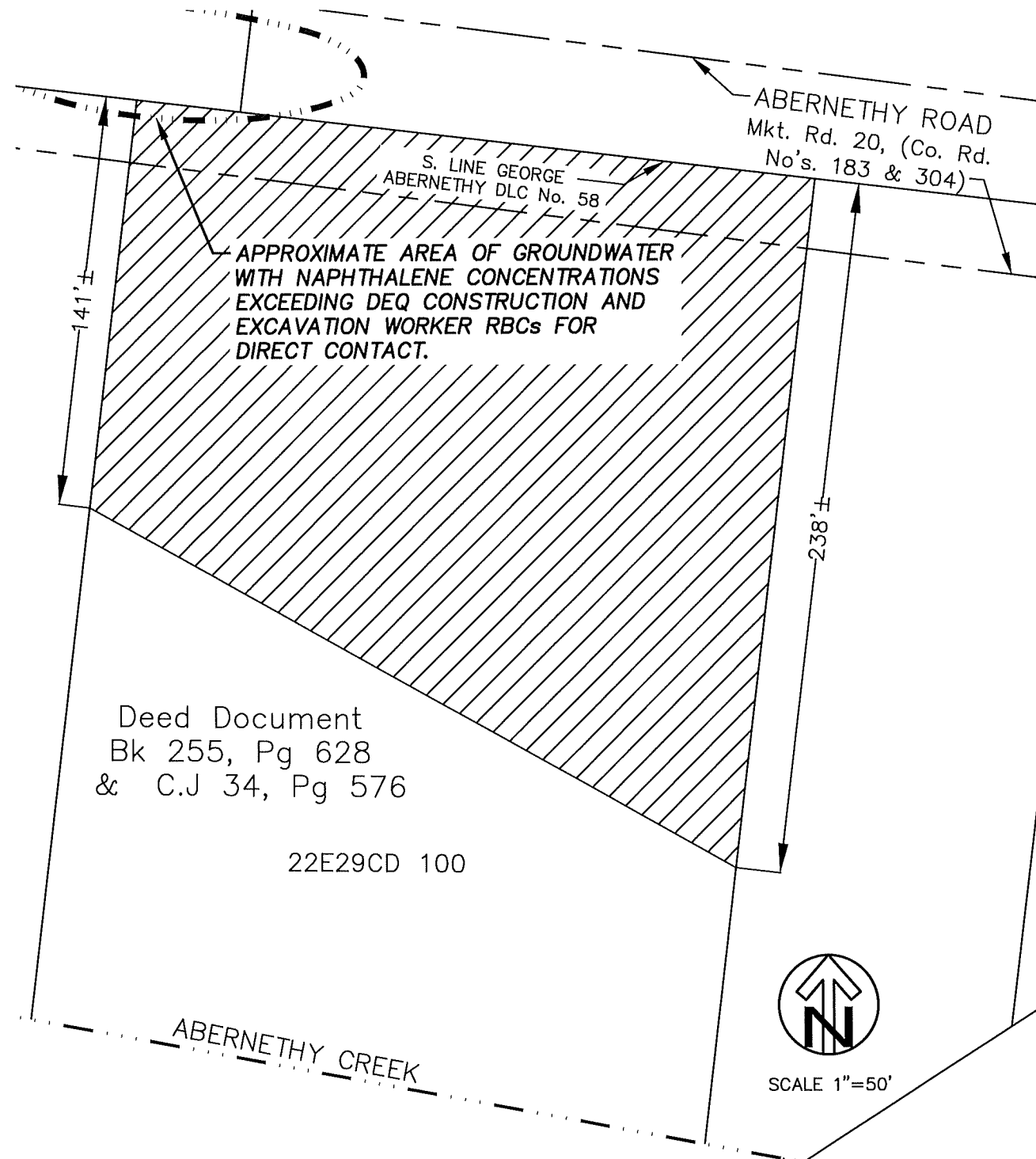
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-2"
PROPERTY REFERENCE B. 255, P. 628

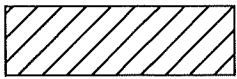
SHEET
3 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



Deed Document
 Bk 255, Pg 628
 & C.J 34, Pg 576

22E29CD 100



AREA OF EASEMENT AND EQUITABLE SERVITUDE

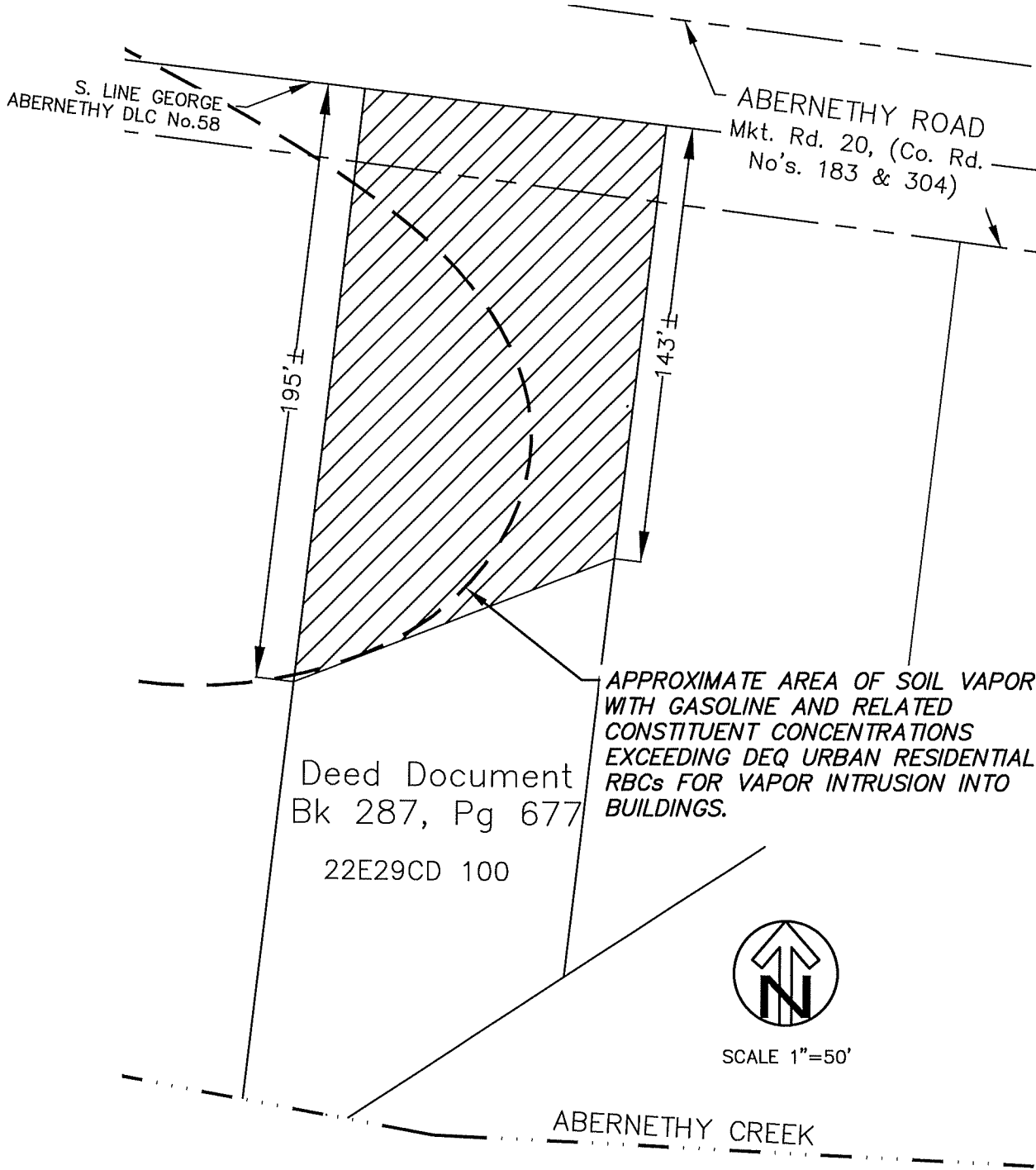
DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: D. Cutshall DATE: 12/27/2019
 EXHIBIT "B-2"
 PROPERTY REFERENCE B. 255, P. 628

SHEET
 4 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



Deed Document
 Bk 287, Pg 677
 22E29CD 100

APPROXIMATE AREA OF SOIL VAPOR
 WITH GASOLINE AND RELATED
 CONSTITUENT CONCENTRATIONS
 EXCEEDING DEQ URBAN RESIDENTIAL
 RBCs FOR VAPOR INTRUSION INTO
 BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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

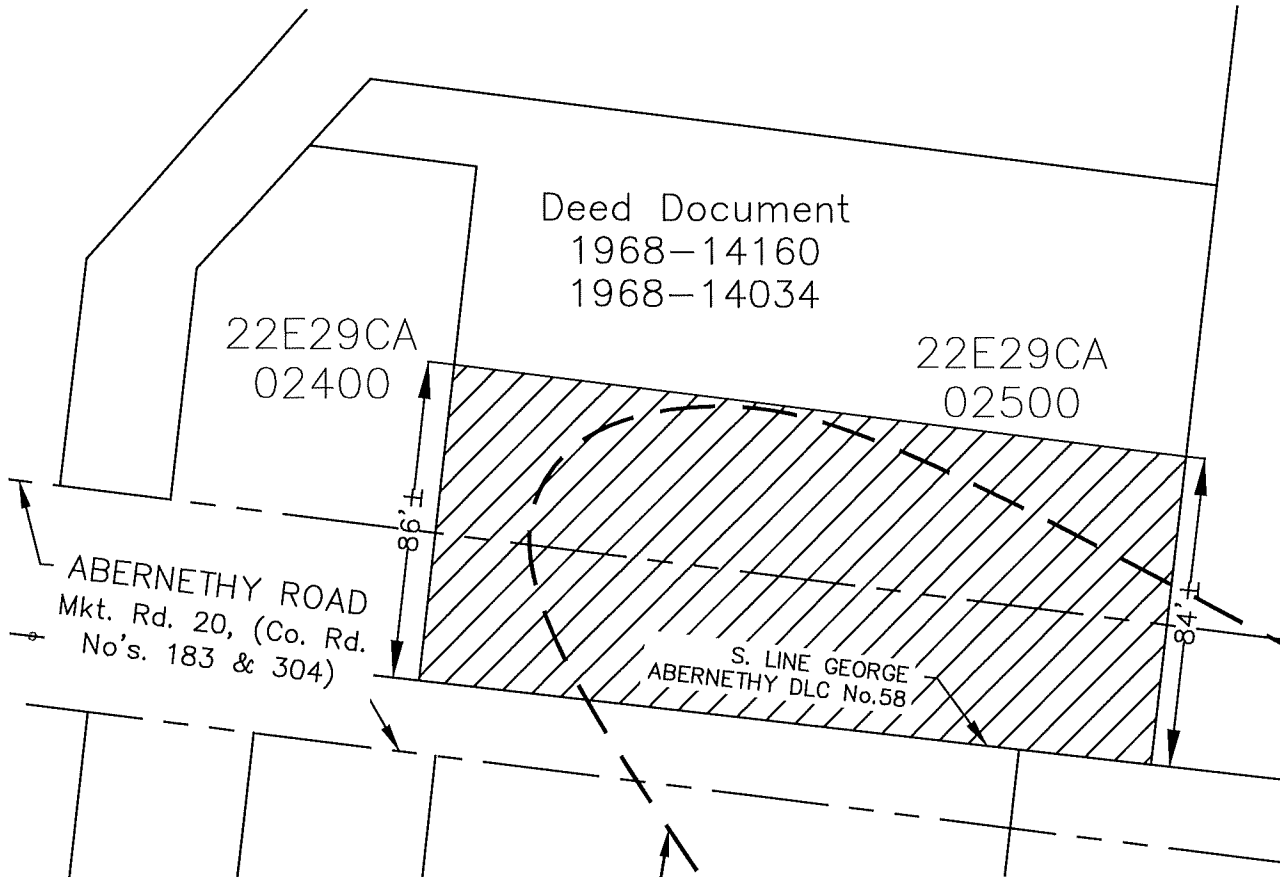


BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-3"
 PROPERTY REFERENCE B. 287, P. 677

SHEET
 1 OF 1

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



APPROXIMATE AREA OF SOIL VAPOR WITH
 GASOLINE AND RELATED CONSTITUENT
 CONCENTRATIONS EXCEEDING DEQ URBAN
 RESIDENTIAL RBCs FOR VAPOR INTRUSION
 INTO BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT

150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-4"
 PROPERTY REFERENCE 1968-14160

SHEET
 1 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON

Deed Document
 1968-14160
 1968-14034

22E29CA
 02400

22E29CA
 02500

ABERNETHY ROAD
 Mkt. Rd. 20, (Co. Rd.
 No's. 183 & 304)

S. LINE ABERNETHY DLC .No. 58

APPROXIMATE AREA OF GROUNDWATER
 WITH NAPHTHALENE CONCENTRATIONS
 EXCEEDING DEQ CONSTRUCTION AND
 EXCAVATION WORKER RBCs FOR
 DIRECT CONTACT.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-4"
 PROPERTY REFERENCE 1968-14160

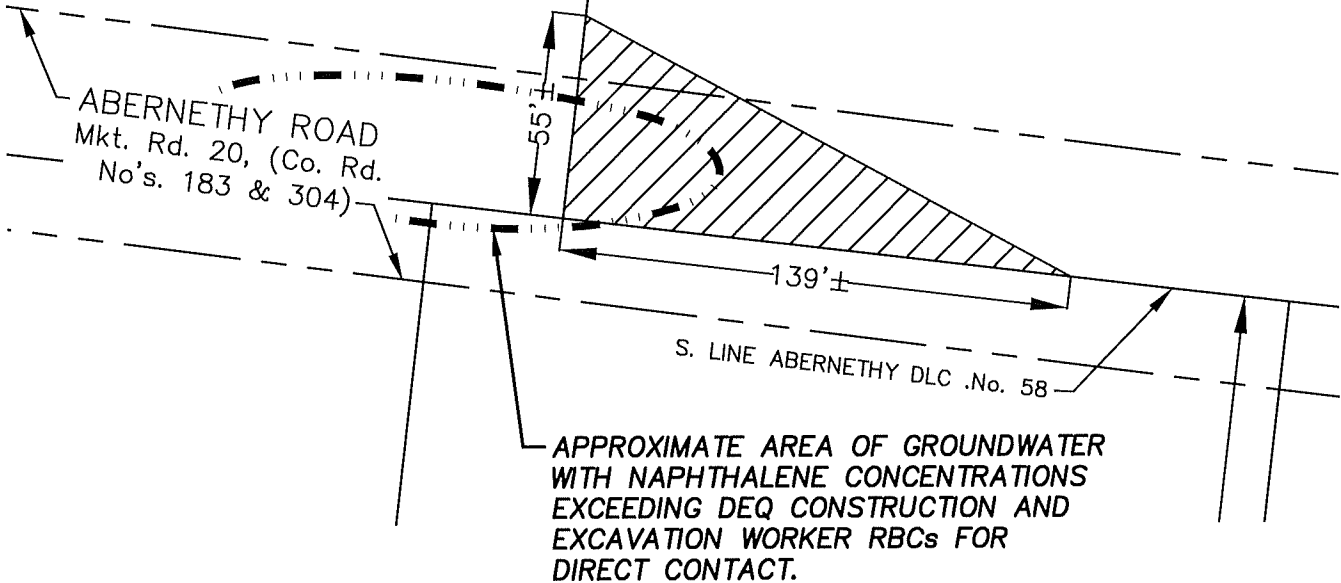
SHEET
 2 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON

22E29CA
02500

Deed Document
2007-051335

22E29
00902



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: D. Cutshall

DATE: 10/09/2020

EXHIBIT "B-5"
PROPERTY REFERENCE 2007-51335

SHEET

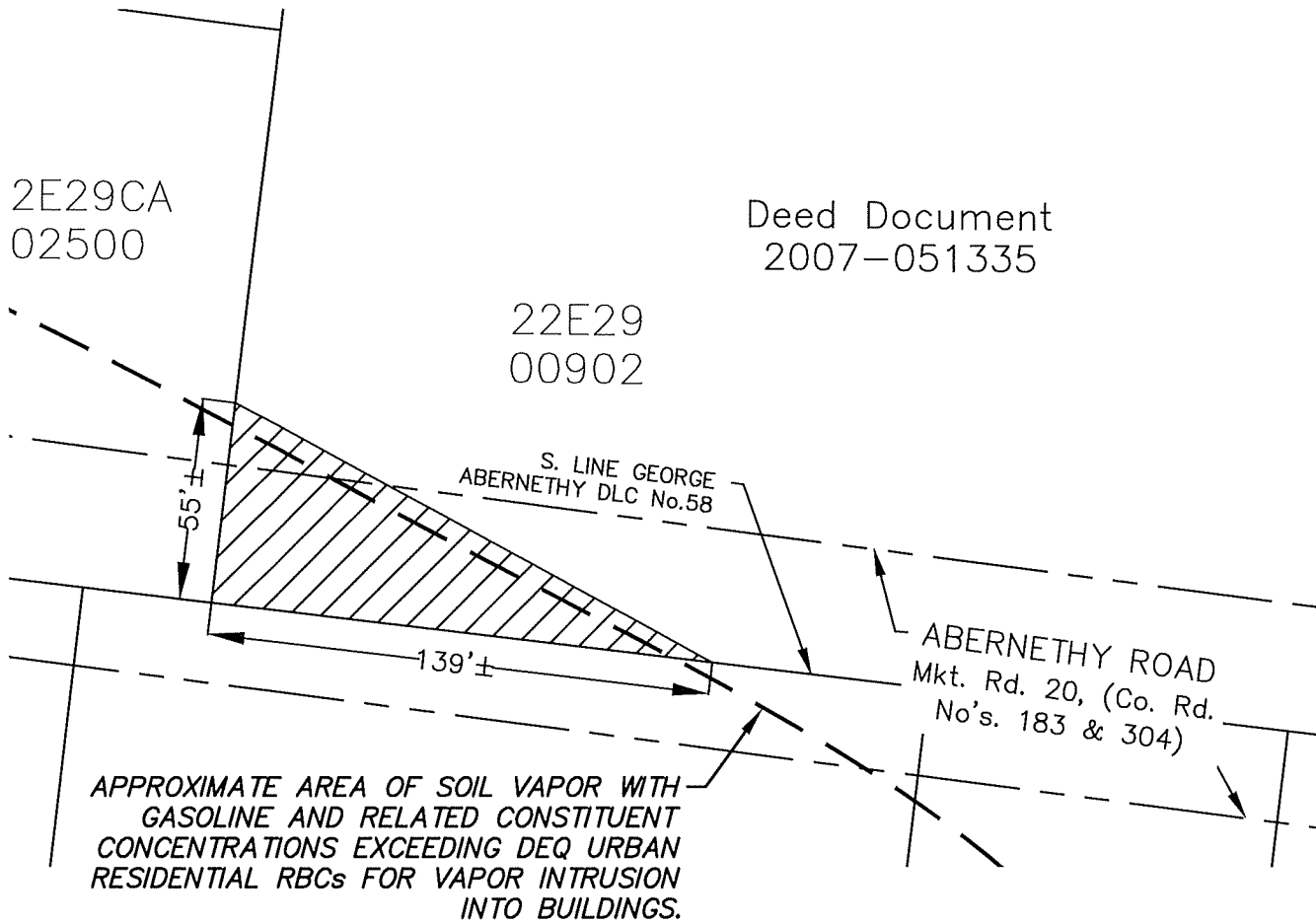
1 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON

2E29CA
 02500

Deed Document
 2007-051335

22E29
 00902



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall

DATE: 10/09/2020

EXHIBIT "B-5"
 PROPERTY REFERENCE 2007-51335

SHEET
 2 OF 2

Space above this line for Recorder's use.

After recording, return to:

Grantor

CLACKAMAS COUNTY
2051 S KAEN RD.
OREGON CITY, OR 97045

Grantee

OREGON DEQ
700 NE MULTNOMAH ST., SUITE 600
PORTLAND, OR 97232

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes is made November 22, 2021, between Clackamas County and the Oregon Department of Environmental Quality (“DEQ” or “Grantee”).

RECITALS

A. Grantor is the owner of certain real property located at 902 and 1007 Abernethy Rd., Oregon City, Oregon (the “Property”) the location of which is more described in Exhibits A-1 through A-4 and shown in Exhibits B and B-1 through B-5 to this Easement and Equitable Servitudes and referenced under LUST#03-91-0385 in the files of DEQ’s Leaking Underground Storage Tank Program at DEQ’s Northwest Region office located at 700 NE Multnomah Street, Portland, Oregon. Interested parties may contact the Northwest Region office to review a detailed description of the residual risks present at the Property and described in the EES Risk-Based UST Cleanup and Closure Report dated October 31, 2019.

B. Identified contamination at the site originated from historical releases from underground storage tank systems, which were decommissioned between 1991 and 1998. EES, an environmental contractor, completed supplemental investigations in 2018-19 associated with this LUST site. Environmental investigation revealed limited subsurface groundwater and soil contamination which generally extends north/northwest from the former USTs. Within limited areas of the Property, UST contamination exceeds Oregon DEQ risk-based concentrations for Urban Residential and construction/excavation workers, which are considered to be potential receptors based on likely future use. The most significant contamination appears to be isolated at depths between approximately 15 to 35 feet below ground surface where contact and exposure are less likely. There are no current pathways of exposure for remaining contamination. This easement applies to Parcel 22 E 29 CA, Lot 2500, 1007 Abernethy Rd. The other parcel with an easement from this release is Parcel 22 E 29 CD, Lot 100, 902 Abernethy Rd.

C. On November 22, 2021, DEQ entered into this agreement under which Grantor has agreed to implement the Equitable Servitudes set forth in Section 3.0 of this Easement.

D. The provisions of this Easement and Equitable Servitudes are intended to further the implementation of the purpose of the selected action by recording the institutional controls required by DEQ to ensure that current and future use of the Property protects human health and the environment from petroleum contaminated soil, groundwater and vapor.

1. DEFINITIONS

1.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.

1.2 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.

1.3 "Property" means the real property described in Exhibit A to this Easement and Equitable Servitudes.

1.4 "Urban Residential" means human contaminant receptors and property use as defined by Oregon DEQ (*Risk-Based Decision Making for the Remediation of Contaminated Sites*, rev. 10/02/2017).

2. GENERAL DECLARATION

Grantor grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property described in Attachment A to this Easement and Equitable Servitudes, is now subject to and shall in future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Easement and Equitable Servitudes. Each condition and restriction set forth in this Easement and Equitable Servitudes touches and concerns the Property and the equitable servitudes granted in paragraph 3 and easement granted in paragraph 4 below, shall run with the land for all purposes, shall be binding upon all current and future owners of the Property as set forth in this Easement and Equitable Servitudes, and shall inure to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this Easement and Equitable Servitudes.

3. EQUITABLE SERVITUDES (RESTRICTIONS ON USE)

3.1 **Groundwater Use Restrictions.** Oregon City Ordinance No 94-1022 does not allow well construction at Affected Portions of the Property or elsewhere in the vicinity. In accordance with the existing Ordinance and this Easement and Equitable Servitudes, owner may not extract through wells or by other means or use groundwater at the Property for consumption or other beneficial use. This prohibition does not apply to extraction of groundwater associated with groundwater treatment or monitoring activities approved by DEQ or to temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property. Owner must conduct a waste determination on any groundwater that is extracted during such monitoring, treatment, or dewatering activities and handle, store and manage waste water according to applicable laws. Oregon City Ordinance No 94-1022 does not allow well construction at the Property or elsewhere in the vicinity.

3.2 **Contaminated Media Management Plan.** The Owner has prepared a contaminated media management plan (CMMP) to inform decisions related to managing, characterizing and disposing of contaminated media encountered during future redevelopment, construction and/or excavation at the Property. The Owner shall maintain the CMMP at the Property and convey the plan to future owners. A copy of the CMMP is available in DEQ's files for Clackamas County D.T.D., LUST File No. 03-91-0385.

3.3 **Conditions on Future Construction at Property.** Only with the prior written approval of DEQ, the Owner may construct future buildings for human Urban Residential use at the Property. Future Urban Residential buildings constructed at the Property must incorporate DEQ-approved, professionally installed vapor mitigation engineering control(s) into the building design. Alternatively, Owner will perform additional cleanup and/or site assessment in accordance with a DEQ-approved work plan adequate to demonstrate that residual contamination does not pose unacceptable vapor intrusion risks to future Urban Residential building occupants. Owner shall not construct future Urban Residential buildings or allow other parties to occupy

and/or construct future Urban Residential buildings for human occupation unless this requirement has been satisfied or it has been demonstrated to the satisfaction of DEQ that this prohibition on construction is no longer necessary to protect human health.

3.4 DEQ Review of Development Plans. Prior to any future construction of an Urban Residential-use building at the Property, the Owner must submit professionally prepared plans for the proposed development to DEQ for review by the UST Cleanup Program (or its successor). Any such plans submitted to DEQ must include plans for a) professionally-installed vapor mitigation engineering controls and associated performance testing that are signed and stamped by an Oregon-registered Professional Engineer and/or b) remediation of petroleum-contaminated soil and groundwater to below applicable Risk-Based Concentrations and confirmation sampling appropriate to demonstrate the success of cleanup and/or c) site assessment adequate to rule out unacceptable vapor intrusion risks to future Urban Residential-use building occupants. Owner shall pay DEQ's costs associated with any reviews, requests or approvals required by this EES. Such review shall be carried out in a timely manner and minimize delays for such development.

3.5 Use of the Property. Owner may not occupy or allow other parties to occupy the Property unless the controls listed in this Section 3 are maintained.

4. EASEMENT (RIGHT OF ENTRY)

During reasonable hours and subject to reasonable security requirements, DEQ may enter upon and inspect any portion of the Property to determine whether the requirements of this EES have been or are being complied with. Except when necessary to address an imminent threat to human health or the environment, DEQ will use its best efforts to notify the Owner 72 hours before DEQ entry to the Property. DEQ may enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner the violation of any condition or restriction contained in this EES, provided DEQ first gives written notice of the violation to Owner describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ to evaluate compliance or to abate, mitigate, or cure a violation may not be deemed a trespass.

5. RELEASE OF RESTRICTIONS

5.1 Owner may request release of any or all of the conditions or restrictions contained in this EES by submitting such request to the DEQ in writing with evidence that the conditions or restrictions are no longer necessary to protect human health and the environment. The decision to release any or all of the conditions or restrictions in this EES will be within the sole discretion of DEQ.

5.2 Upon a determination pursuant to Subsection 5.1, DEQ will, as appropriate, execute and deliver to Owner a release of specific conditions or restrictions, or a release of this EES in its entirety.

6. GENERAL PROVISIONS

6.1 **Notice of Transfer/Change of Use.** Owner must notify DEQ within 10 days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Such notice must include the full name and address of the Party to whom Owner has transferred an interest or right of occupancy. In addition, Owner must notify DEQ a minimum of 10 days before the effective date of any change in use of the Property that might expose human or ecological receptors to hazardous substances. Such notice must include complete details of any planned development activities or change in use. Notwithstanding the foregoing, Owner may not commence any development inconsistent with the conditions or restrictions in Section 3 without prior written approval from DEQ as provided in Subsection 3 of this EES or removal of the condition or restriction as provided in Subsection 5.1. This subsection does not apply to the grant or conveyance of a security interest in the Property.

6.2 **Zoning Changes.** Owner must notify DEQ no less than 30 days before Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the City of Oregon City zoning code or any successor code. As of the date of this EES, the base zone of the Property is Mixed Use Downtown (MUD).

6.3 **Cost Recovery.** Owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. This EES constitutes the binding agreement by the Owner to reimburse DEQ for all such eligible review and oversight costs. DEQ will establish a cost recovery account for tracking and invoicing DEQ project costs. DEQ will provide the Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this EES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

6.4 **Reference in Deed.** A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the deed records of the County in which the Property is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

6.5 **Effect of Recording.** Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

6.6 **Enforcement and Remedies.** Upon any violation of any condition or restriction contained in this EES, the State of Oregon, in addition to the remedies described in Section 4, may seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement and Equitable Servitudes as of the date and year first set forth above.

GRANTOR: Clackamas County

By: _____ Date: _____
Tootie Smith, Chair, Board of County Commissioners

STATE OF _____)
County of _____)

The foregoing instrument is acknowledged before me this _____ day of _____, 2021, by as property owner of _____ Oregon City, Oregon.

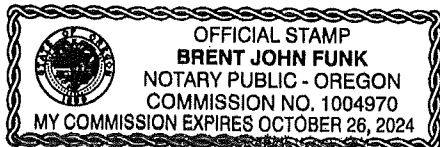
NOTARY PUBLIC
My commission expires: _____

GRANTEE: State of Oregon, Department of Environmental Quality

By: [Signature] Date: 12/7/21
Kevin Parrett, Manager, Cleanup Program

STATE OF OREGON)
County of MULTNOMAH)

The foregoing instrument is acknowledged before me this 7th day of December 2021, by Kevin Parrett, as a Manager of Oregon DEQ, for and on its behalf.



[Signature]
NOTARY PUBLIC
My commission expires: 10/26/2024

For further information, please contact:
Oregon DEQ LUST Program
700 NE Multnomah St., Suite 600
Portland, OR 97232

After recording, please return to:
Oregon DEQ
Attention: LUST Program
700 NE Multnomah St., Suite 600
Portland, OR 97232

EXHIBIT "A-4"

Abernethy Road
Owner: Clackamas County
Project Number: RM 2018-0000-00009
Property Reference 1968-14160

Map No. 22E29CA02500
Date: January 2, 2020
Page 1 of 1

Easement and Equitable Servitude

A portion of that real property situated in the southwest 1/4 of Section 29, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon, conveyed to Clackamas County by a deed recorded in Deed Document 1968-14160, Clackamas County Deed Records, said portion shown on maps in attached Exhibit "B-4" which by this reference is made a part hereof, being more particularly described as follows:

All of the above described property lying southerly of a line running westerly from a point on the easterly property line of said property, that is 84 feet (more or less), northerly of the intersection of the south line of the George Abernethy DLC No. 58, and the easterly property line of said property, to a point on the westerly property line of said property that is 86 feet (more or less), northerly, of the intersection of the south line of the George Abernethy DLC No. 58, and the westerly property line of said property.

The area of land to which this description applies contains 17,044 square feet more or less.

EXHIBIT B

Maps of the Property

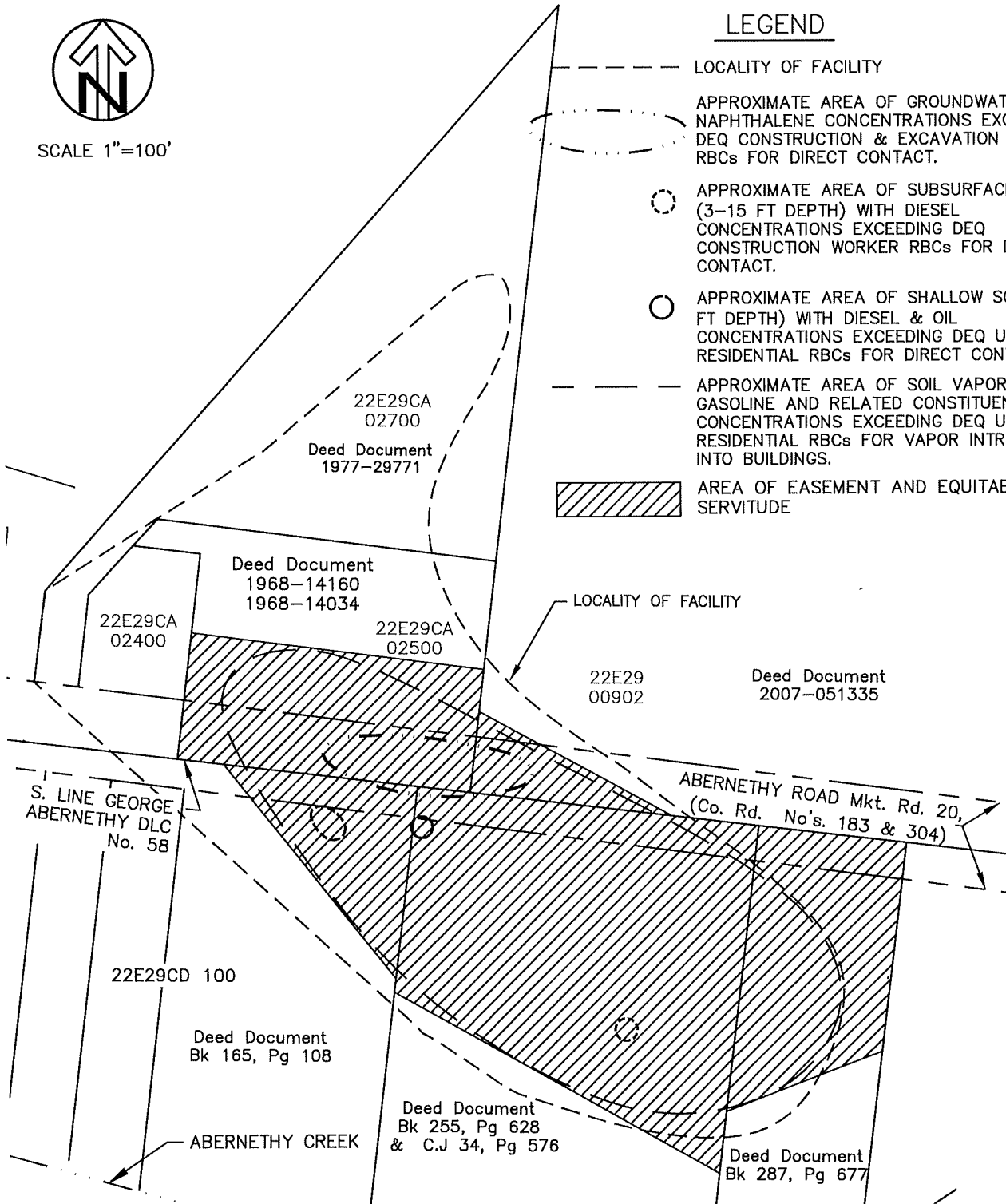
SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



SCALE 1"=100'

LEGEND

- - - - - LOCALITY OF FACILITY
- - - - - APPROXIMATE AREA OF GROUNDWATER WITH NAPHTHALENE CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION & EXCAVATION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SUBSURFACE SOIL (3-15 FT DEPTH) WITH DIESEL CONCENTRATIONS EXCEEDING DEQ CONSTRUCTION WORKER RBCs FOR DIRECT CONTACT.
- APPROXIMATE AREA OF SHALLOW SOIL (<3 FT DEPTH) WITH DIESEL & OIL CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR DIRECT CONTACT
- - - - - APPROXIMATE AREA OF SOIL VAPOR WITH GASOLINE AND RELATED CONSTITUENT CONCENTRATIONS EXCEEDING DEQ URBAN RESIDENTIAL RBCs FOR VAPOR INTRUSION INTO BUILDINGS.
- ▨ AREA OF EASEMENT AND EQUITABLE SERVITUDE



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



BY: D. Cutshall

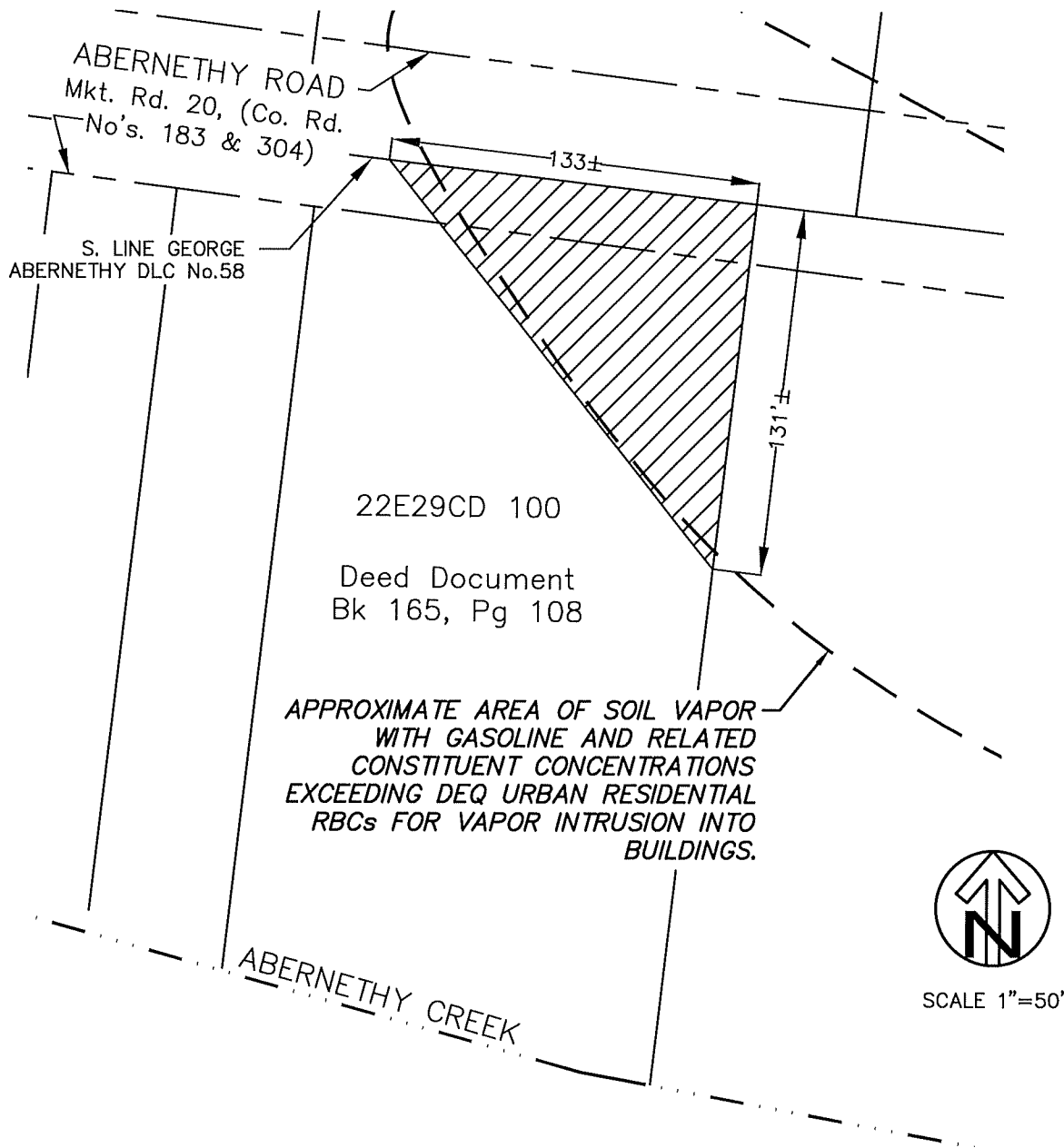
DATE: 12/27/2019

SHEET

EXHIBIT "B"
 ABERNETHY PROPERTY OVERVIEW

1 OF 1

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT
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 OREGON CITY, OR 97045

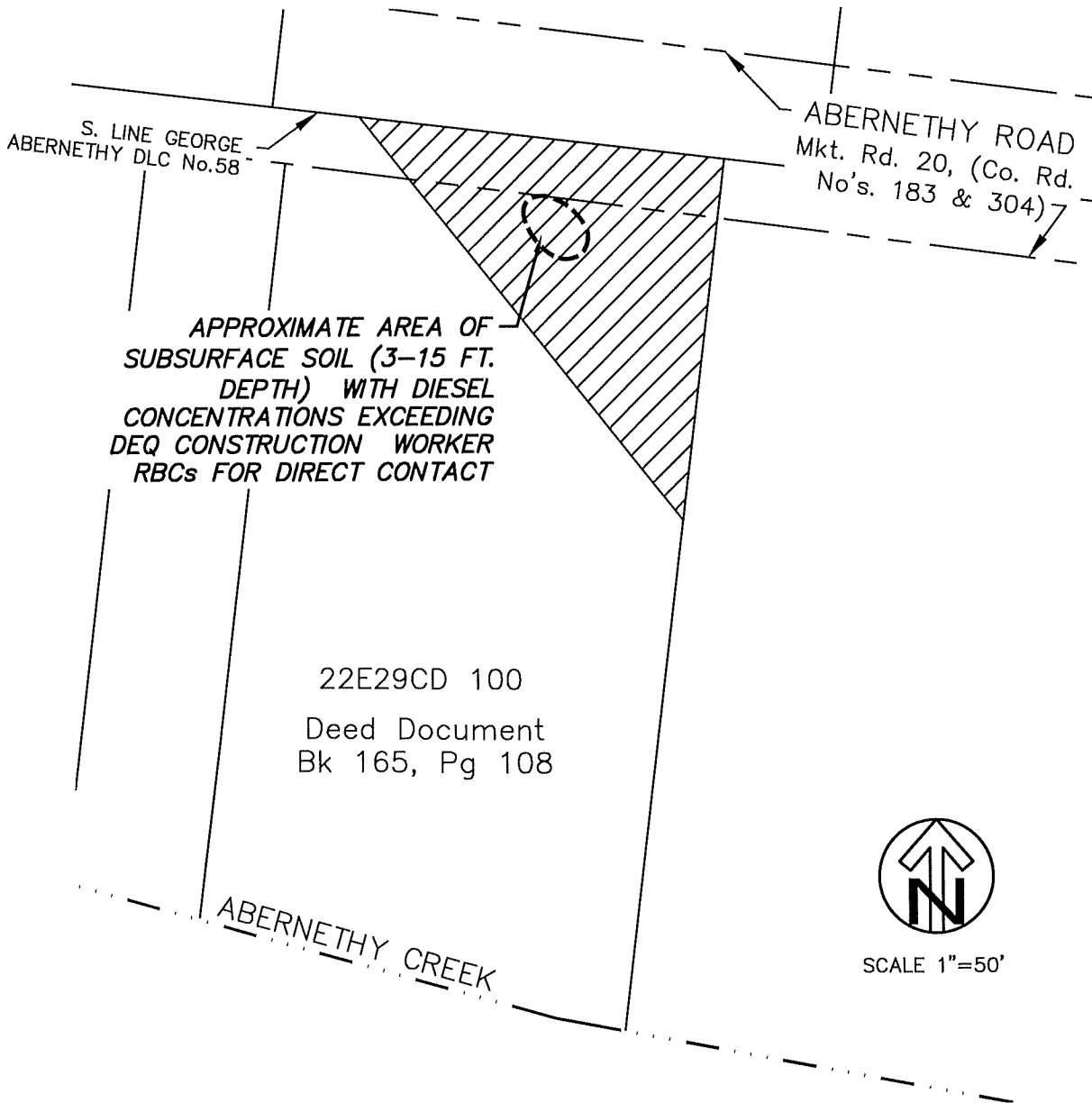


BY: D. Cutshall DATE: 12/27/2019

EXHIBIT "B-1"
 PROPERTY REFERENCE B. 165, P. 108

SHEET
 1 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



22E29CD 100
 Deed Document
 Bk 165, Pg 108



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



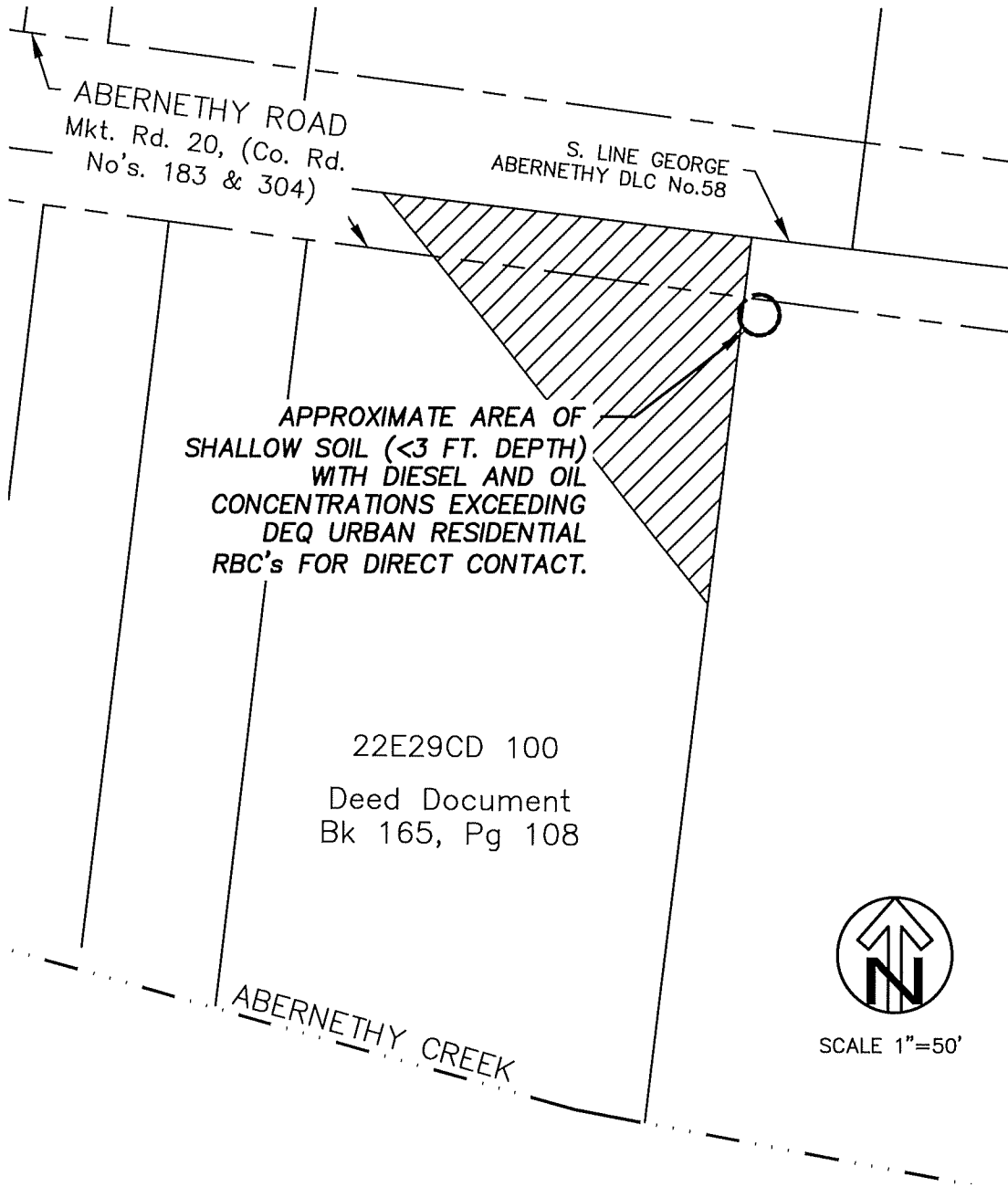
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-1"
 PROPERTY REFERENCE B. 165, P. 108

SHEET
 2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
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150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



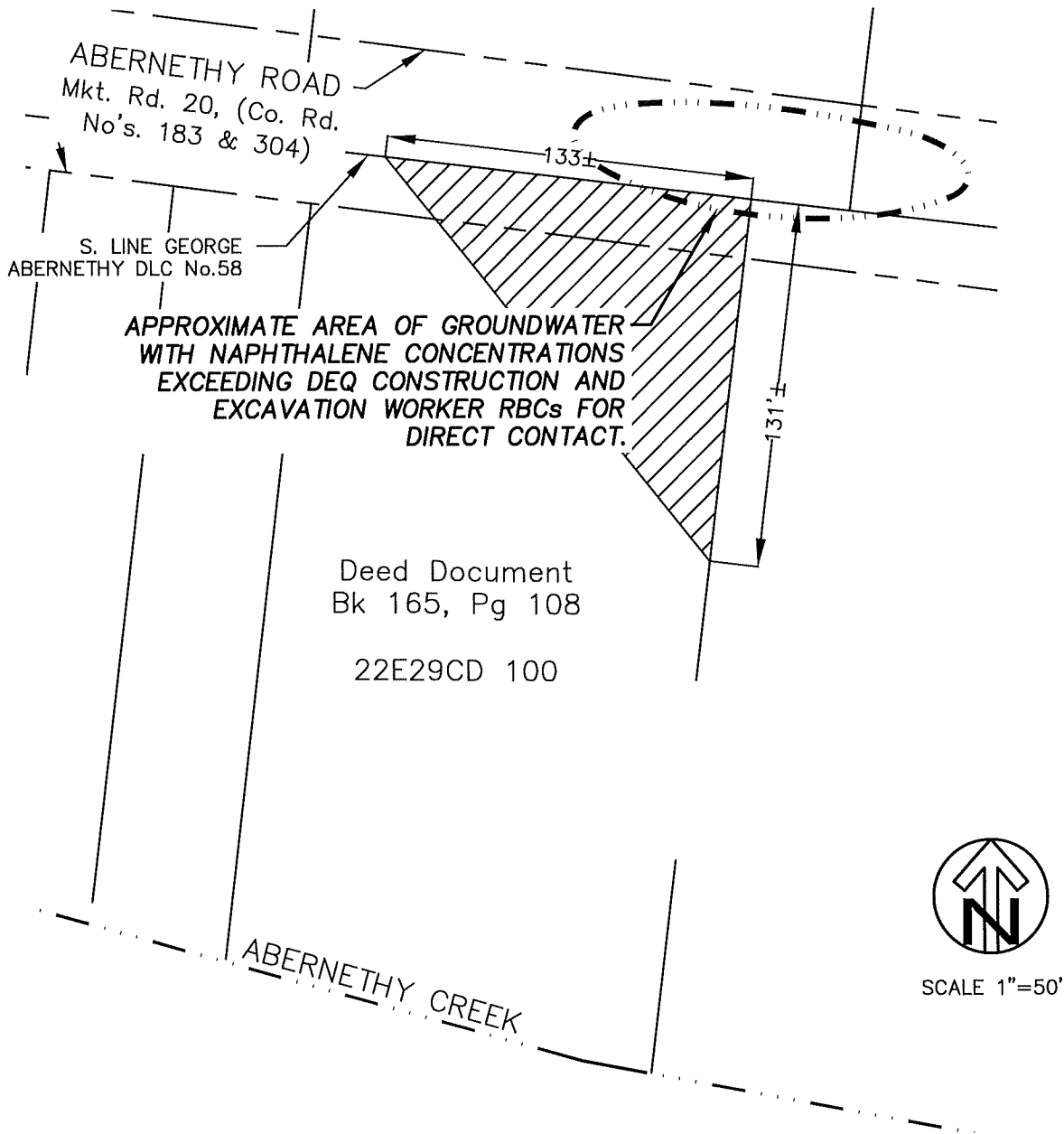
BY: D. Cutshall

DATE: 12/27/2019

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SHEET
3 OF 4

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AREA OF EASEMENT AND EQUITABLE SERVITUDE

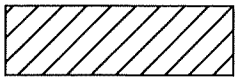
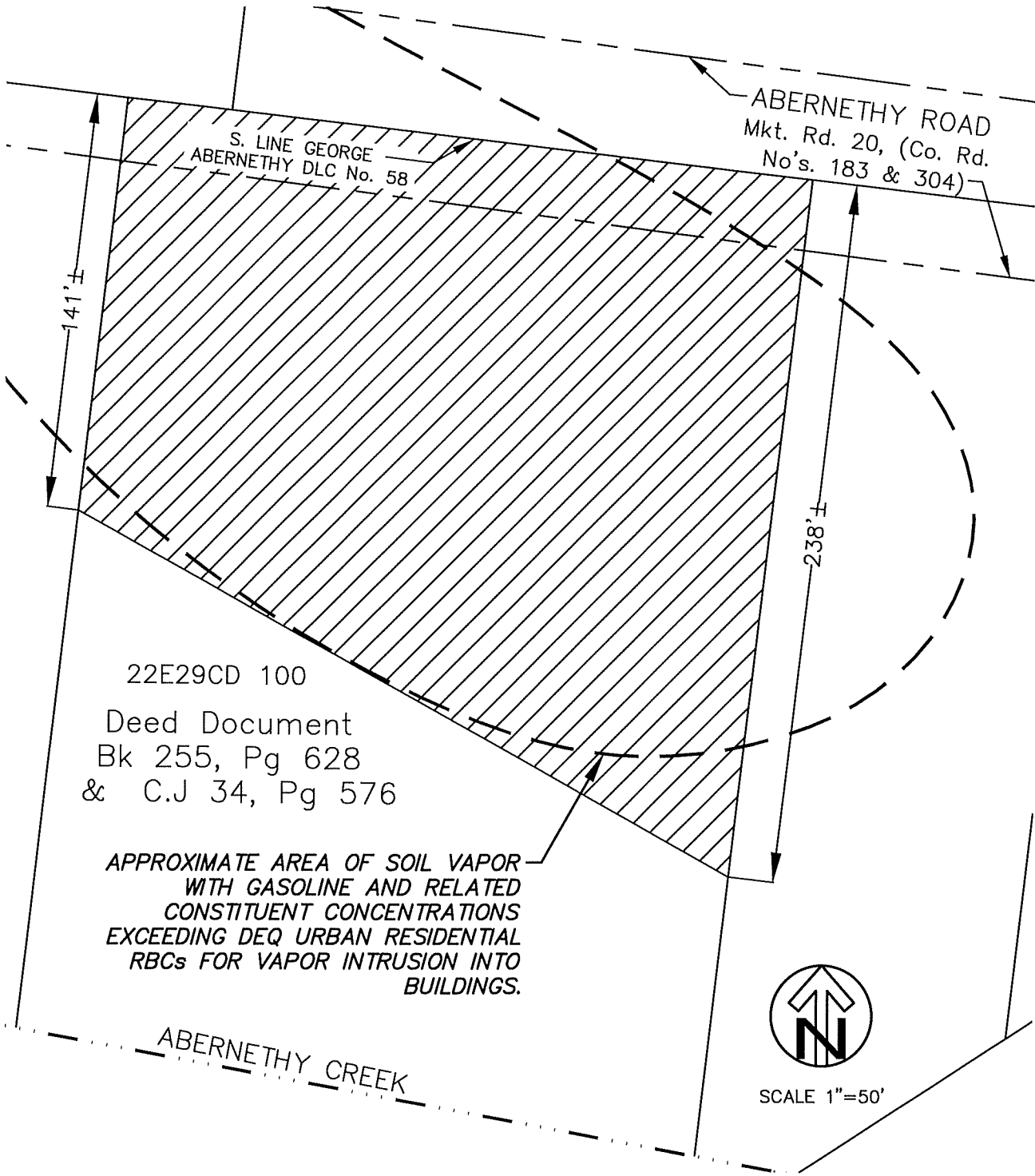
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: D. Cutshall DATE: 12/27/2019
EXHIBIT "B-1"
PROPERTY REFERENCE B. 165, P. 108

SHEET
4 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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

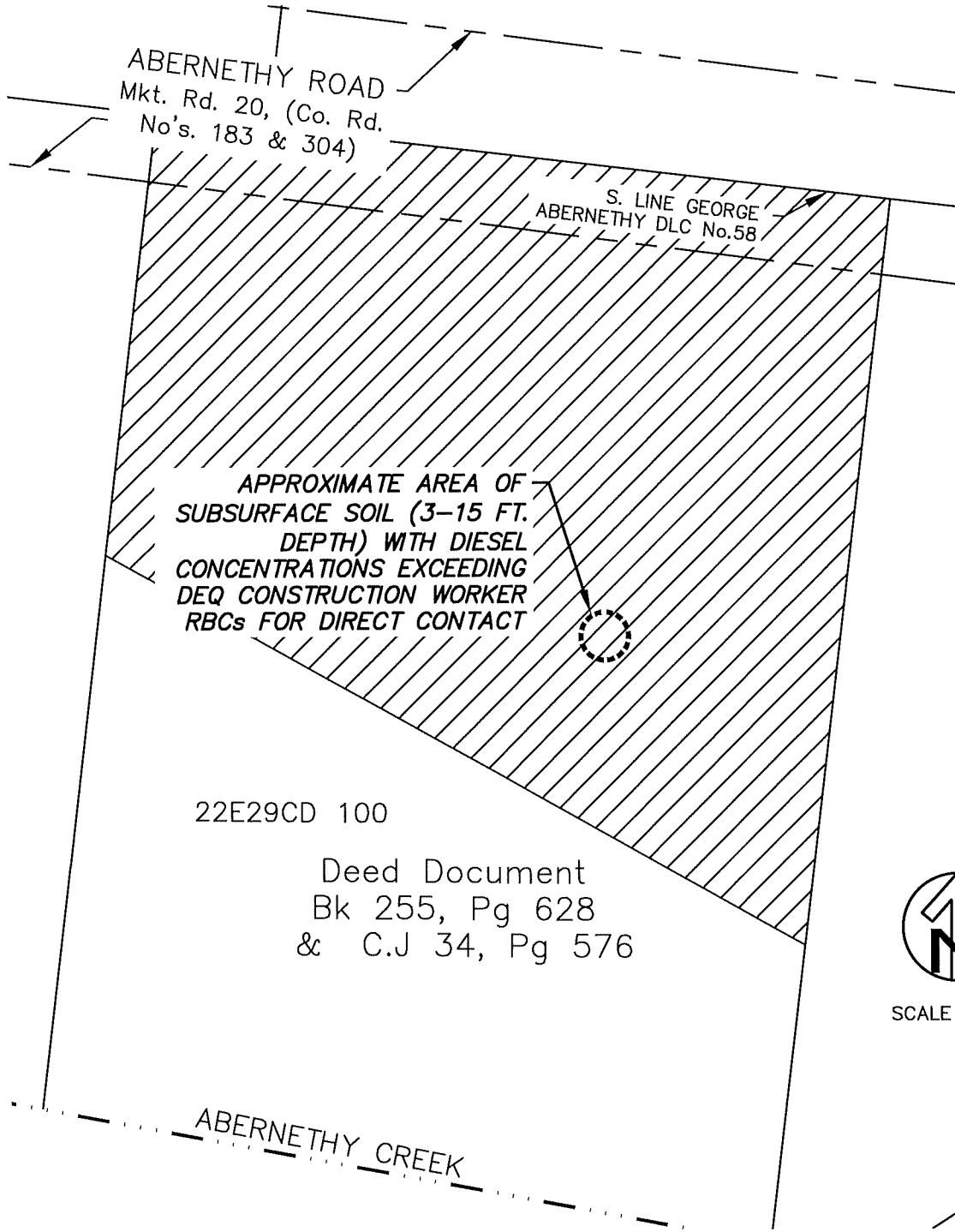


BY: D. Cutshall DATE: 12/27/2019

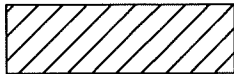
EXHIBIT "B-2"
 PROPERTY REFERENCE B. 255, P. 628

SHEET
 1 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-2"
PROPERTY REFERENCE B. 255, P. 628

SHEET
2 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON

ABERNETHY ROAD
Mkt. Rd. 20, (Co. Rd.
No's. 183 & 304)

S. LINE GEORGE
ABERNETHY DLC No.58

APPROXIMATE AREA OF
SHALLOW SOIL (<3 FT.
DEPTH) WITH DIESEL AND OIL
CONCENTRATIONS EXCEEDING
DEQ URBAN RESIDENTIAL RBC's
FOR DIRECT CONTACT.

22E29CD 100

Deed Document
Bk 255, Pg 628
& C.J 34, Pg 576

ABERNETHY CREEK



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: D. Cutshall

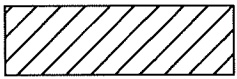
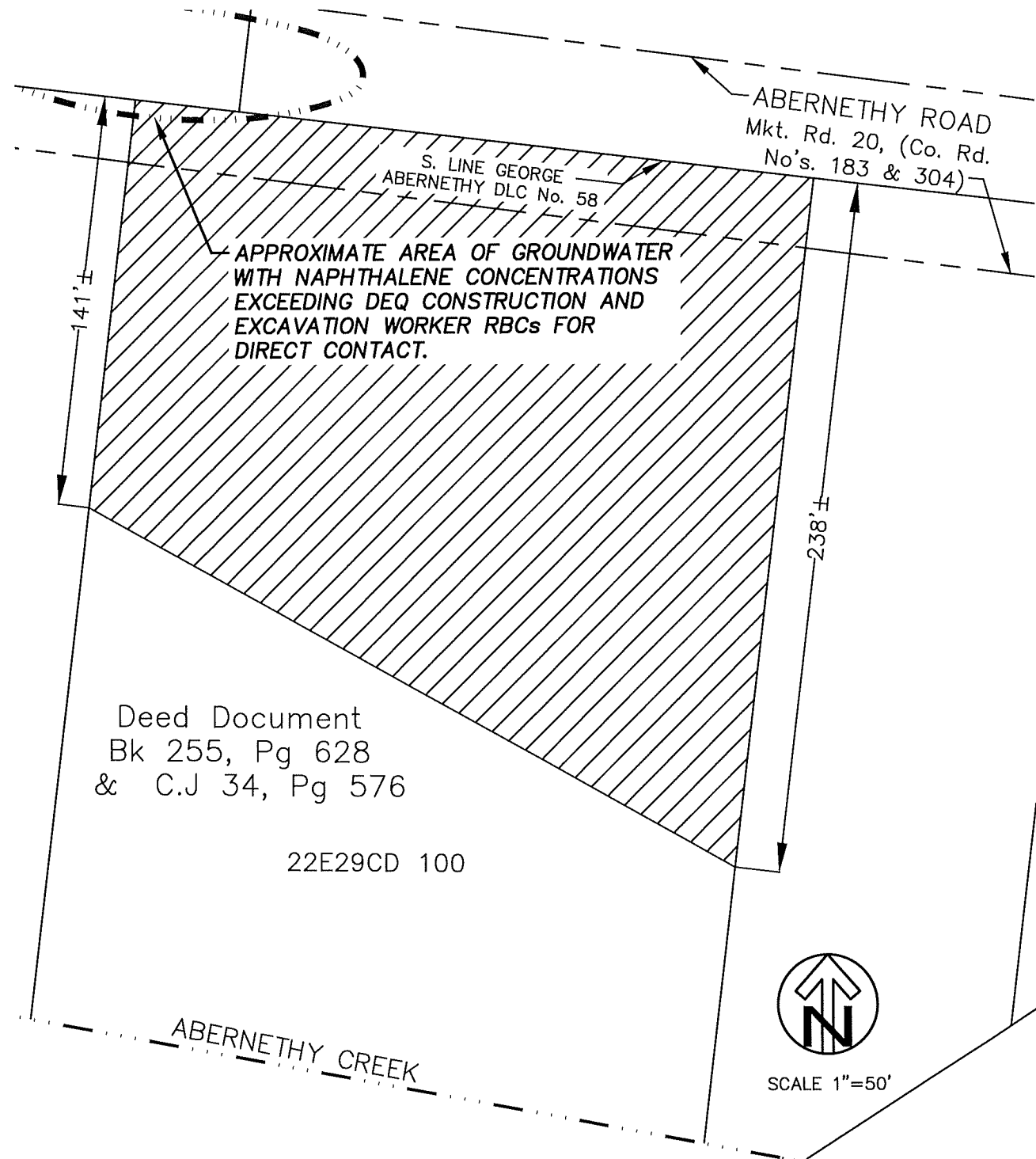
DATE: 12/27/2019

EXHIBIT "B-2"
PROPERTY REFERENCE B. 255, P. 628

SHEET

3 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

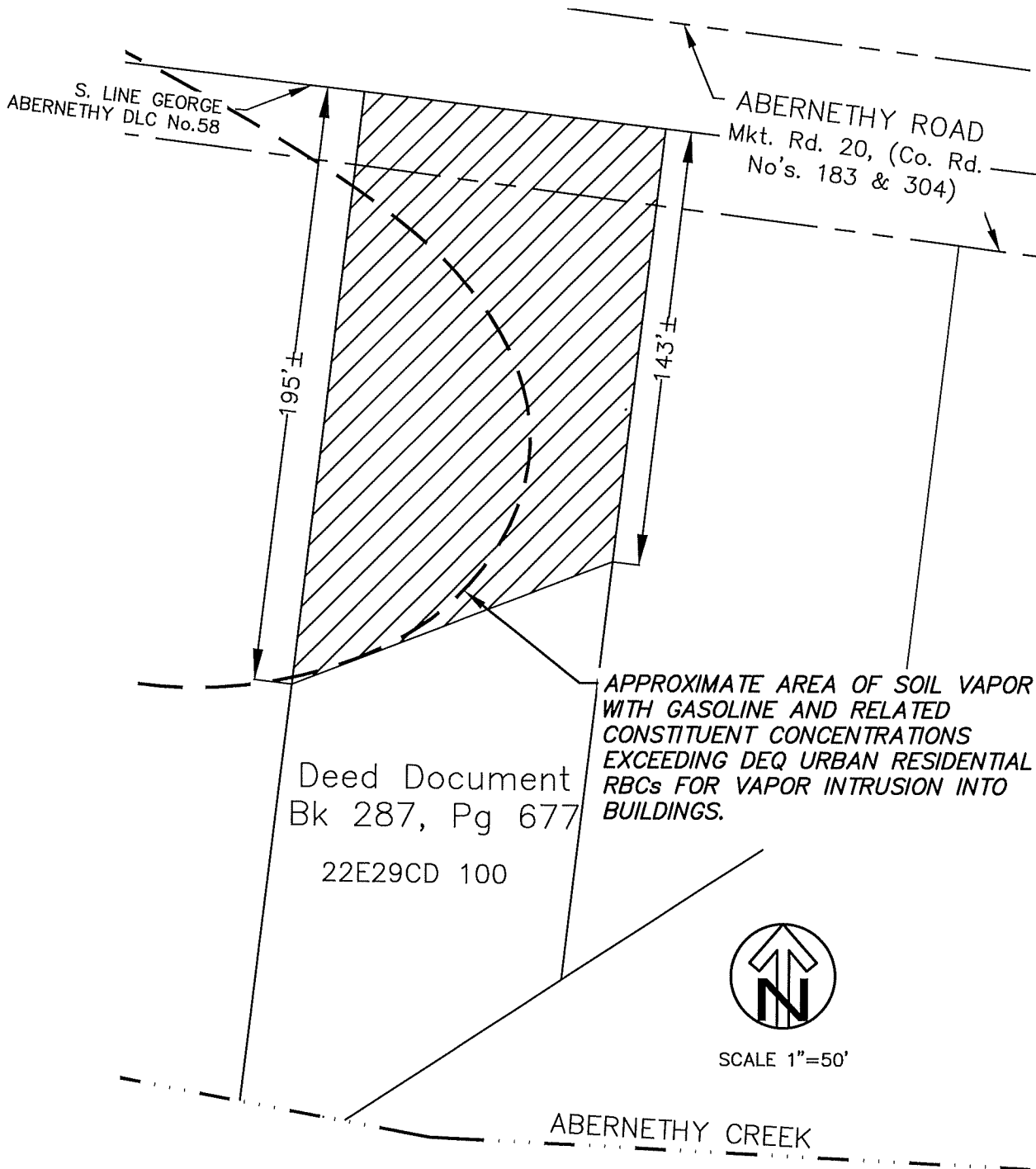
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: D. Cutshall DATE: 12/27/2019
EXHIBIT "B-2"
PROPERTY REFERENCE B. 255, P. 628

SHEET
4 OF 4

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



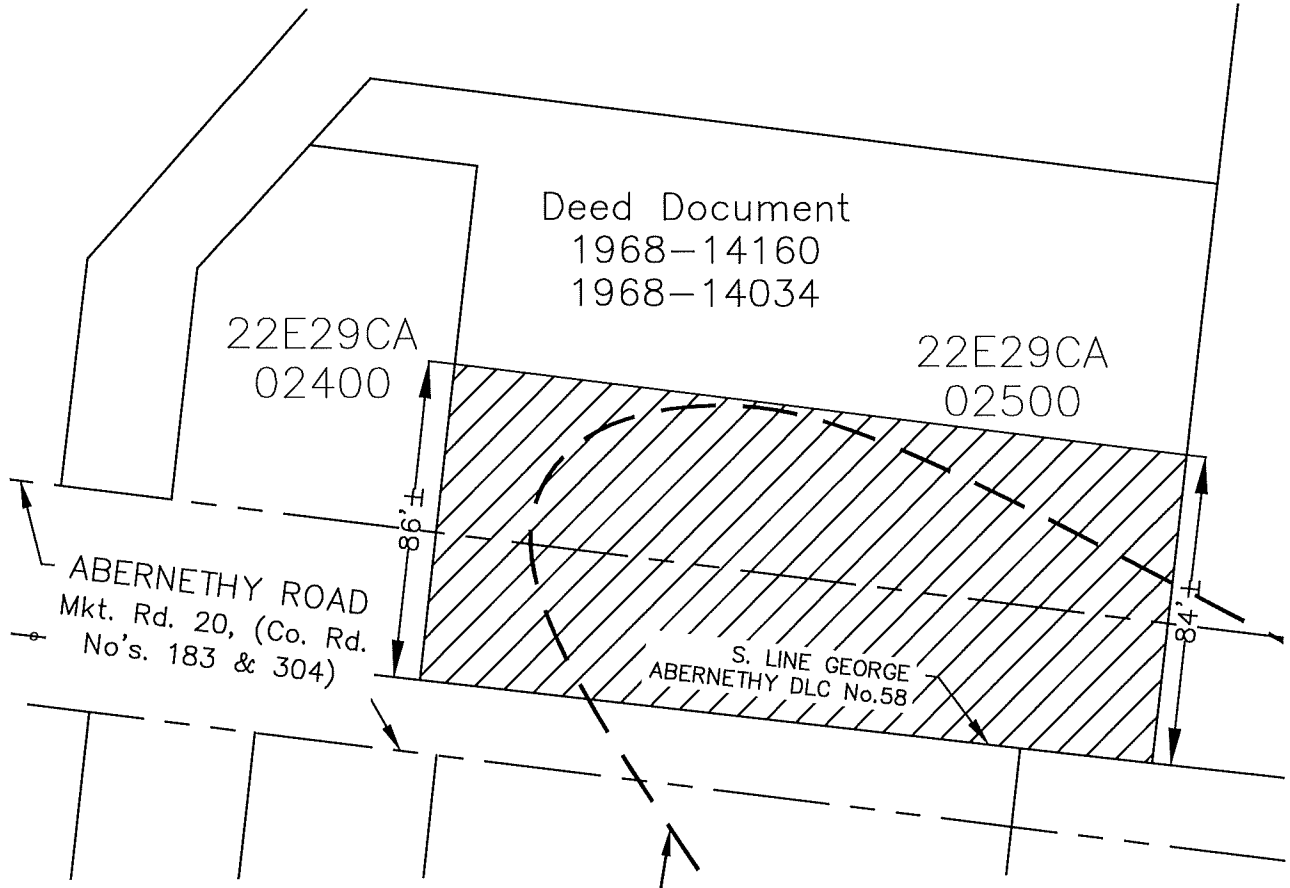
BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-3"
PROPERTY REFERENCE B. 287, P. 677

SHEET
1 OF 1

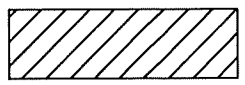
SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



APPROXIMATE AREA OF SOIL VAPOR WITH
 GASOLINE AND RELATED CONSTITUENT
 CONCENTRATIONS EXCEEDING DEQ URBAN
 RESIDENTIAL RBCs FOR VAPOR INTRUSION
 INTO BUILDINGS.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall DATE: 12/27/2019
 EXHIBIT "B-4"
 PROPERTY REFERENCE 1968-14160

SHEET
 1 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON

Deed Document
 1968-14160
 1968-14034

22E29CA
 02400

22E29CA
 02500

ABERNETHY ROAD
 Mkt. Rd. 20, (Co. Rd.
 No's. 183 & 304)

S. LINE ABERNETHY DLC .No. 58

APPROXIMATE AREA OF GROUNDWATER
 WITH NAPHTHALENE CONCENTRATIONS
 EXCEEDING DEQ CONSTRUCTION AND
 EXCAVATION WORKER RBCs FOR
 DIRECT CONTACT.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT

150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: D. Cutshall

DATE: 12/27/2019

EXHIBIT "B-4"
 PROPERTY REFERENCE 1968-14160

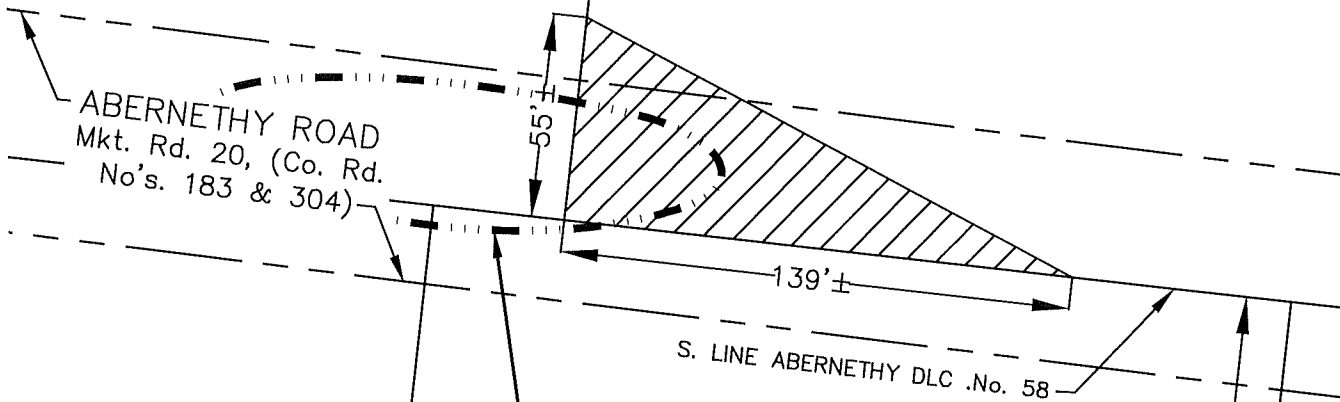
SHEET
 2 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON

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 02500

Deed Document
 2007-051335

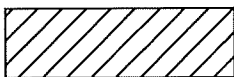
22E29
 00902



APPROXIMATE AREA OF GROUNDWATER
 WITH NAPHTHALENE CONCENTRATIONS
 EXCEEDING DEQ CONSTRUCTION AND
 EXCAVATION WORKER RBCs FOR
 DIRECT CONTACT.



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall DATE: 10/09/2020

EXHIBIT "B-5"
 PROPERTY REFERENCE 2007-51335

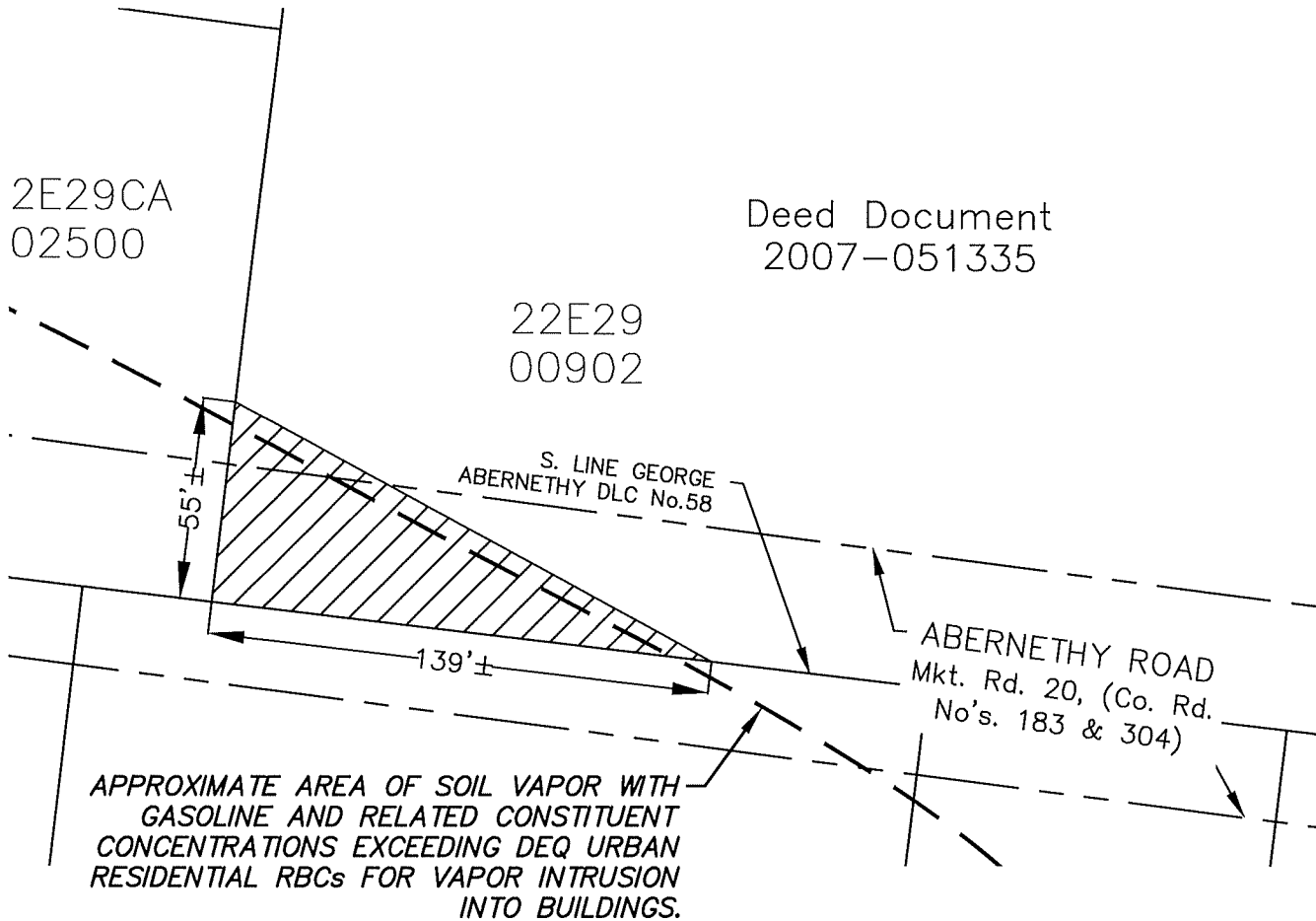
SHEET
 1 OF 2

SITUATED IN THE SW 1/4 OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON

2E29CA
02500

Deed Document
2007-051335

22E29
00902



SCALE 1"=50'



AREA OF EASEMENT AND EQUITABLE SERVITUDE

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



BY: D. Cutshall

DATE: 10/09/2020

EXHIBIT "B-5"
PROPERTY REFERENCE 2007-51335

SHEET
2 OF 2

RECORDING MEMO

	New Agreement/Contract
	Amendment/Change/Extension
	Policy Reports
x	Other (EASEMENT)

**ORIGINATING COUNTY
DEPARTMENT:**

Transportation & Development – DTD Administration

PURCHASING FOR:

N/A

**OTHER PARTY TO
CONTRACT/AGREEMENT:**

Oregon Department of Environmental Quality

BOARD AGENDA DATE: _____

AGENDA ITEM NUMBER: _____

PURPOSE:

Approval to accept an Easement and Equitable Servitude for
Clackamas County LUST Site #03-91-0385

Please return to Diedre Landon, DTD Administration after recording.



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Kittelson & Associates Inc. for the Design Services for the Bilquist Elementary School Sidewalks

Purpose/Outcome	Contract will provide project management, plans, specifications, and estimation design services for the Bilquist Elementary School-Sidewalks
Dollar Amount and Fiscal Impact	Contract total \$527,632.00
Funding Source	ODOT State Grant and partially matched by System Development eligible Funds ("SDS's")
Duration	At time of contract execution through December 31, 2025
Previous Board Action/Review	1/4/22: Discussion item at issues
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? The public's increasing expectation that the transportation system will be safer and support a healthier community. 2. How does this item align with the County's Performance Clackamas goals? The project will: a. Build a strong infrastructure, and b. Ensure safe, healthy and secure communities.
Counsel Review	1. Date of Counsel review: 12/13/2021 2. Initials of Counsel reviewer: AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Jonathan Hangartner, Project Manager 971-804-2825
Contract No.	4519

Background:

The County received an ODOT Safe Routes to School Infrastructure Grant to install bike lanes and sidewalks on Webster Road between SE Roots Rd and SE Bixel Way. The existing substandard shoulders will be widened to standard 8-foot buffered bike lanes. The north project extent will connect to the existing school crosswalk at Bixel Way. Crosswalk upgrades consisting of illumination, center pedestrian refuge and ADA compliant curb ramps will be included. The project length is approximately 1,325 feet and also includes 7 reconstructed and 13 new ADA compliant intersection curb ramps.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on August 11, 2021. Proposals were opened on September 9, 2021. The County received two (2) Proposals: Kittelson & Associates, Inc. and Century West Engineering Corporation. An evaluation committee of DTD personnel evaluated the proposals. The evaluation committee scored Kittelson & Associates, Inc. the highest. Following the intent to award, the scope of work and project designs fees were negotiated and finalized.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Kittelson & Associates, Inc. for the design services for the Bilquist Elementary School- sidewalks.

Sincerely,

Jonathan Hangartner

Jonathan Hangartner
Project Manager

Placed on the BCC Agenda _____



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4519

This Personal Services Contract (this “Contract”) is entered into between Kittelson & Associates, Inc. (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County” or “Agency”) on behalf of the 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, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Design services for the Bilquist Elementary School- Sidewalks (“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 **five hundred twenty-seven thousand six hundred thirty-two dollars (\$527,632.00)**, 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 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. The Contract’s maximum not-to-exceed amount includes the total of all allowable and reimbursable costs and expenses (and Contingency Tasks). Contingency Tasks shall not be performed, unless upon the written approval of 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: Jonathan Hangartner.

- 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: Cedomir Jesic Phone: 503-853-6986 Email: cjesic@kittelson.com	County Administrator: Jonathan Hangartner Phone: 971-804-2825 Email: jhangartner@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

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

hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property to the extent caused by the negligent errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

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

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies with exception of professional liability. 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. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract. Except for liability arising under or related to Article II, Section 13 or Section 20, neither party shall be liable for any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that

the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

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

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

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

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

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

Signature page to follow.

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

Kittelson & Associates, Inc.

Clackamas County

DocuSigned by:
Hermanus Steyn 12/9/2021
Authorized Signature Date

Chair Date

Hermanus Steyn Senior Principal Engineer
Name / Title (Printed)

Recording Secretary

099459-81
Oregon Business Registry #

Approved as to Form:

DBC/Oregon
Entity Type / State of Formation

[Signature] 12/13/2021
County Counsel Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

Project Understanding

Clackamas County (the “County” or “Agency”) is contracting with Consultant for “Services” (as outlined below) in connection with the following project (the “Project”): Bilquist Elementary School – Sidewalks.

Clackamas County obtained Safe Routes to School Program (“SRTS”) funds to construct 8-foot wide bike lanes and 6-foot wide sidewalks along SE Webster Rd between SE Roots Rd and Bilquist Elementary School. The northern project extent includes upgrading the existing crosswalk at Bixel Way with illumination, ADA ramps and a center pedestrian refuge. The project also includes curb ramps and storm water systems, as needed, and an asphalt pavement grind-and-inlay the full width of the roadway. The proposed improvements are intended to improve bicycle and pedestrian safety within the project limits, and provide pedestrian and bicycle connectivity to Bilquist Elementary School.

Agency is contracting with Consultant for Services to prepare preliminary and final roadway and storm water designs, construction cost estimates, identify right-of-way and easement acquisitions, and perform services necessary to acquire right-of-way and easements associated with the construction of the proposed improvements.

The tasks associated with this Statement of Work (“SOW”) include providing project management, surveying, geotechnical, storm water design, roadway design, right-of-way, and final engineering design services for the Project. The work covered by this SOW includes the preparation of reports and final engineering documents. All documents and other deliverables are to be completely described in the English system unit of measure. The proposed improvements for the Project are shown in Figure 1 below. The approximate project limits are as follows:

- SE Webster Road: one hundred feet (100-ft) southeast of SE Roots Rd centerline to one hundred feet (100-ft) north of SE Bixel Way centerline. Stormwater improvements may extend an additional 400 feet south to Kellogg Creek.
- SE Roots Rd: one hundred feet (100-ft) east of SE Webster Rd centerline to SE Webster Rd centerline.
- SE Bixel Way: one hundred feet (100-ft) west of SE Webster Rd centerline to SE Webster Rd centerline.
- SE Mabel Ave: fifty feet (50-ft) west of SE Webster Rd centerline to SE Webster Rd centerline.
- SE Webster Ln: fifty feet (50-ft) east of SE Webster Rd centerline to SE Webster Rd centerline.



Figure 1 – Approximate limits of improvement for the Project.

A. General Expectations

Consultant commits to provide Services and oversee and direct the design of the project to obtain the greatest long-term value for Agency, and to promote prudent expenditure of public funds within the constraints of the Project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the Project as a whole; (ii) use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract, and (iii) apprise Agency throughout the Project concerning any issues or decisions with potential economic impact to the Project.

Project Phasing

This Project is divided into 2 phases:

- Preliminary Design, Right of Way and Final Design Phase
- Construction Engineering, Inspection and Construction Contract Administration Phase

This statement of work (“SOW”) addresses the first phase of the Project. Following completion of a given phase, Agency may, at its discretion:

- Amend this Contract to add the next phase (or various elements), or
- Elect to complete subsequent phase tasks with in-house staff, or
- Assign subsequent phase tasks to another consulting firm.

Agency and Consultant shall negotiate the detailed tasks, deliverables, schedule and costs for each phase Agency elects to add. Each added phase will be authorized only by written Contract amendment with all required approvals and signatures.

Agency Responsibilities

- Agency review periods will not exceed 3 weeks.

Acronyms and Definitions

AASHTOAmerican Association of State Highway and Transportation Officials
 ADA.....Americans with Disabilities Act of 1990
 ADTAverage Daily Traffic
 APE.....Area of Potential Effect
 API.....Area of Project Impact
 APM.....Agency Project Manager (Clackamas County)
 APWA.....American Public Works Association
 ASTMAmerican Society for Testing and Materials
 BABiological Assessment
 BMPBest Management Practice
 BO.....Biological Opinion
 CADDComputer Automated Drafting and Design
 CECategorical Exclusion
 CFR.....Code of Federal Regulations
 Corps.....US Army Corps of Engineers
 CPM.....Critical Path Method
 DAP.....Design Acceptance Package
 DBE.....Disadvantaged Business Enterprise
 DEQDepartment of Environmental Quality
 DOEDetermination of Eligibility
 DSL.....Department of State Lands
 DTM.....Digital Terrain Model
 EFH.....Essential Fish Habitat
 ESA.....Endangered Species Act
 ETWP.....Exploration and Testing Work Plan
 FHWA.....Federal Highway Administration
 GINGeneral Information Notice
 GISGeographic Information System
 GLOGeneral Land Office
 GPSGlobal Positioning System
 HAER.....Historic American Engineering Record
 HEC.....Hydraulic Engineering Circular
 HEC-RAS ...Hydrologic Engineering Center – River Analysis System
 HMCA.....Hazardous Materials Corridor Assessment
 JPA.....Joint Permit Application
 LALLocal Agency Liaison
 MUTCDManual on Uniform Traffic Control Devices
 MWESB.....Minority, Women, and Emerging Small Business
 NENo Effects

NEPANational Environmental Policy Act
 NMFS.....National Marine Fisheries Service
 NRHPNational Register of Historic Places
 NTPNotice to Proceed
 NWI/LWI....National/Local Wetland Inventory
 OAROregon Administrative Rule
 ODAOregon Department of Agriculture
 ODFW.....Oregon Department of Fish and Wildlife
 ODOTOregon Department of Transportation
 OHWMOrdinary High Water Mark
 ONHDOregon Natural Heritage Database
 ORBICOregon Biodiversity Information Center
 ORSOregon Revised Statutes
 PCEProgrammatic Categorical Exclusion
 PAPrice Agreement
 PCEProgrammatic Categorical Exclusion
 PDTProject Development Team
 POR.....Professional of Record
 PSAProject Study Area
 PS&E.....Plans, Specifications, and Estimate
 QA/QCQuality Assurance/Quality Control
 REC.....Regional Environmental Coordinator
 ROE.....Right of Entry
 ROWRight of Way
 SHPOState Historic Preservation Office
 SLOPES IV .Standard Local Operating Procedures for Endangered Species (SLOPES) IV
 SOWStatement of Work
 T&E.....Threatened & Endangered
 USACEU.S. Army Corps of Engineers
 USFSUnited States Forest Service
 USPSUnited States Post Office

B. STANDARDS and GENERAL REQUIREMENTS

The following standards and general requirements shall apply to this SOW:

1. Standards

General

- Oregon Standard Specifications for Construction, ODOT 2021 Standard Specifications for Construction.
- ODOT Boiler Plate special provisions

Geotechnical

- Soil and Rock Classification Manual, ODOT 1986
- Geotechnical Design Manual, ODOT April 2011

Hydraulic

- Hydraulic Manual, Part I & II, ODOT 2008
- Water Environment Services Stormwater Standards, as adopted and modified by the Clackamas County Roadway Standards

Roadway

- AASHTO A Policy on Geometric Design of Highways and Streets
- Clackamas County Roadway Standards
- Manual of Uniform Traffic Control Devices
- Standards Manual of the Oregon Utilities Coordinating Council

Right-of-Way

- ODOT Right of Way Manual
- Real Estate Acquisition Guide for Local Public Agencies
- Uniform Standards of Professional Appraisal Practice (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisition

2. Software and Format Requirements

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg formats unless specified differently by Agency.
- Consultant shall develop the design utilizing AutoCAD Civil 3D version 2019 or newer.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by County software, requiring no modification or translation of Consultant's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

3. Professional Licenses, Registrations and Qualifications

- Consultant and its subconsultants must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- Agency may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

4. General Requirements

- The APM (or such other individual identified in specific tasks or as designated in writing to Consultant) is the primary contact on behalf of Agency for this Project.
- To the extent possible, all transmittals from Consultant to Agency must include as applicable the contract number, project name, and County project number CI-22347.
- Consultant shall represent Project and Agency in an appropriate and professional manner in public.
- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to

Agency, as well as any other materials where professional standards require such seal and signature.

- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and Agency policies and procedures for the Services under the Contract.

5. RESERVED

6. Design Criteria and Project Assumptions/Conditions

ADA Compliance – Assessment, Design, Inspection. When the Services under this SOW include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize Agency design standards approved by ODOT to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
- b. Follow Agency’s processes approved by ODOT for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the Agency Design Exception process, ODOT Standard Drawings, and Oregon Standard Construction Specifications, and providing a temporary pedestrian accessible route plan and current Agency Curb Ramp Inspection Form.

When the Services under this SOW include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. In addition, at Project completion, Consultant shall send to Agency an Agency Curb Ramp Inspection Form to the Agency Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets Agency standards and is ADA compliant. Agency’s Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.clackamas.us/engineering/roadway.html>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate draft review comments.
- Consultant shall make revisions to address Agency review comments and submit revised deliverable(s) to APM within 10 business days of receipt of Agency review comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

D. PROJECT COOPERATION

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the Statement of Work. All work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities. Any tasks or deliverables assigned to a subconsultant shall be

construed as being the responsibility of Consultant. Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this Statement of Work shall be subject to the following guidelines:

- a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
- b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

If Consultant has followed the notification process described in section "a", and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall County be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. County's Contract Administrator will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

E. TASKS, DELIVERABLES and SCHEDULE

Consultant shall complete all tasks and provide all deliverables (collectively, the "Services") included in this SOW, unless specifically stated otherwise in a particular task. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW.

Task Numbering: For purposes of standardization, task numbers in this SOW may be non-sequential and do not necessarily begin with "1" on the first task.

TASK 1- PROJECT MANAGEMENT

Consultant shall provide management and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

1.1 Administration & Record Keeping

Consultant shall:

- Prepare a Quality Assurance/Quality Control ("QA/QC") Plan for Agency review and approval. The QA/QC Plan must be developed consistent with requirements of ODOT's "Guidance/Template for Consultants" available online at: http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant_Quality_Plan_Model.doc;
- Prepare a Project design schedule using the Critical Path Method. The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Consultant shall update the Project schedule during the course of the Project if Project schedule, milestone or

deliverable due dates are modified. For budgeting purposes, it is assumed that up to (4) Project schedule updates will be necessary;

- Prepare invoices and progress reports according to the Invoice Requirements Guide referenced in the Contract under Section H.5 – Invoices. Each progress report must:
 - Include a summary of previous period’s activities and the planned activities for the upcoming period;
 - Identify percentage completed of each Task/Deliverable;
 - Reconcile the budget with the actual amount billed to date;
 - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.

For budgeting purposes, it is assumed that up to (36) progress reports will be necessary

- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda. (See Price Agreement Part II Terms & Conditions No. 12 Records Maintenance; Access)

1.1 Consultant Deliverables and Schedule

Consultant shall provide:

- QA/QC plan submitted electronically to APM within 7 calendar days of Notice to Proceed (“NTP”).
- Project Design Schedule submitted within 7 calendar days of NTP. Submit an electronic file (MS Project) format to the APM.
- Updated Project Design Schedule, as necessary, via timeline agreed to by APM, an electronic file (MS Project) format to the APM.
- Progress reports and invoices submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

1.2 Coordination

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract;
- Contact other Agency staff and regulatory agency staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;
- Contact APM via telephone on a bi-weekly basis to provide Project status information. Up to 70 meetings are assumed at one (1) hour in length.

1.2 Consultant Deliverables and Schedule

Consultant shall provide:

- On-going coordination and communication as needed to appropriately manage the Services under this Contract (no tangible deliverables for this task).

1.3 Project Meetings

1.3.1 Project Kickoff Meeting

Consultant shall organize, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held virtually with Agency, Consultant’s PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with

input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents and standards, and quality control. Consultant shall schedule Project kickoff meeting within 10 business days of Notice to Proceed (NTP). Consultant shall prepare draft meeting minutes for review. For budgeting purposes, it is assumed that up to 4 Consultant staff shall attend the 2-hour Project kickoff meeting.

1.3.2 Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to 4 Project Development Team (“PDT”) Meetings. Each PDT meeting will be held virtually with Agency, Consultant’s PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and all other meeting participants. For budgeting purposes, it is assumed that up to 4 Consultant staff shall attend each virtual PDT meeting.

1.3 Consultant Deliverables and Schedule

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to APM and all other meeting participants 2 business days prior to meeting.
- Draft meeting minutes submitted electronically to APM and all other meeting participants within 2 business days of meeting.
- Final meeting minutes submitted electronically to APM and all other meeting participants within 7 business days of meeting.

TASK 2-SURVEY

Consultant shall survey this Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Deliverables are to be scheduled as per task 1 Project Management.

Consultant shall adhere to the standards stipulated by the Oregon Revised Statute (“ORS”) 672. Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as “Approved” all survey related deliverables and shall be responsible for all land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this SOW. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

2.1 Research

Consultant shall obtain the research data for the area as described in Section A of this SOW.

Consultant shall perform data research as necessary to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research are, but not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, Agency drawings, as applicable, railroad maps, county surveys, road dedications, vacations, and confirmation of roadway centerline stationing, as required.

Existing Water Way Data

Consultant shall research and obtain maps and data for Kellogg Creek from Agency, Federal, State and other governmental agencies. Consultant shall include items such as but not limited to:

FEMA Flood maps, tide gage data and stream navigability per Division of State Lands designation. Research shall be limited to Kellogg Creek 200 feet east and west of Webster Road.

2.1 Consultant Deliverables and Schedule

Consultant shall incorporate information from this task into the deliverables listed in Tasks 2.2, 2.4, 2.5 and 2.7 as required for delivery of documents in subsequent tasks.

2.2 Horizontal and Vertical Control Network

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the Agency. The preferred horizontal coordinate system is the OCRS Portland Zone and the vertical datum shall be NAVD 1988.

Existing Horizontal/Vertical Control Stations

Consultant shall research and obtain data about horizontal and vertical control points as required for the Project area including triangulation stations, Global Navigation Satellite Systems (“GNSS”) stations, benchmarks, and prior Project control surveys from Agency, Federal, State and other governmental agencies.

Consultant shall establish horizontal control according to Agency standards using Terrestrial (Theodolite and EDM), GNSS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with Agency guidelines.

Consultant shall use 5/8” Rebar with plastic caps, or other Agency approved control point, for the GNSS and network points. Consultant shall establish a minimum of 3 GNSS control points through the length of the survey. A minimum of at least 3 inter-visible control points is required through the Project area.

Consultant shall establish vertical control using differential leveling. Consultant shall get Agency approval before using other methods such as trigonometric leveling and elevations derived from GNSS and identify with Agency the accuracies of determined methods prior to proceeding.

2.2 Consultant Deliverables and Schedule

Consultant shall:

- Place control points in the ground at the Project location.
- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
 - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GNSS adjustment report when using GNSS.
 - An ASCII file containing the coordinates for every network point set and found.
 - If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.
 - Original field notes for the control network and one scanned copy of the original field notes in “.pdf” format.
 - Civil 3D design file (*.dwg) containing all the set and tied control points to show elevations.

- Civil 3D file (*.dwg) containing all vertical and horizontal control points stored as cogo points to show elevations.

2.3 Monument Recovery

The purpose of this task is to address the requirements of ORS 209.140, ORS 209.150 and 209.155, and other survey related statutes for construction Projects.

Consultant shall survey for but not limited to: Government corners, geodetic control stations, bench marks, R/W monuments, property boundary markers, and roadway alignment markers.

Identify, Search and Recover Monuments

Consultant shall recover existing monuments to preserve the locations of any monuments of record that are endangered by any activity related to the Project and to resolve roadways rights-of-way and property lines. Consultant shall provide a record (field notes) of monuments searched for, the date of the search and the results of the search.

Field Survey of Recovered Monuments

Consultant shall locate, measure and document the location of survey markers and monuments of record for property boundaries and/or R/W needed within the areas.

2.3 Consultant Deliverables and Schedule

Consultant shall incorporate the information gathered in this task including field notes into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.

2.4 Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)

The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the Project.

Existing Utility Records

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to utilities within the Project area from the Agency, One-Call Service, State or other governmental agencies and utility companies.

Topographic Data Collection

Consultant shall collect topographic data between the boundaries described in Section A of this SOW. Consultant shall collect and tie topographic data of man-made and/or natural features using a variety of Agency approved methods. These methods include but are not limited to: collecting the data using terrestrial (Theodolite and EDM), GNSS (RTK), 3D Laser Scanning, or station and offset.

Consultant shall contact Oregon Utility Notification Center to request a pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.

Consultant shall record in the field notes the utility ownership when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump

stations. This data is needed for the Agency or Consultant to communicate where the facility may be in conflict with the Project.

Consultant shall measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.

Consultant shall tie environmental features that have been identified within the Project area. These features include, but are not limited to, wetlands and high water mark.

Detailed Basemap

Consultant shall take applicable topographic data collected in this subtask and create a detailed basemap file. A detailed basemap has all features drafted to Agency provided criteria.

Digital Terrain Model (“DTM“)

Consultant shall create a 3 dimensional digital terrain surface using all relevant topographical data collected in this subtask.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground to a 1-foot contour interval USGS Map Accuracy Standards. Consultant shall collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet Agency Criteria. Consultant shall generate 0.1-foot minor contours and 1-foot major contours throughout the DTM for a visual QC analysis of the surface.

2.4 Consultant Deliverables and Schedule

Consultant shall provide the following deliverables electronically (.PDF) to the APM within 40 days of NTP:

- 1 copy of field notes
- Copy of the Civil 3D CADD Files (*.dwg) Detailed Base Map with Civil 3D DTM
- All files for the network control points in (ASCII) format
- Files of listing kits
- Files of survey research
- Files of tax maps
- Confidence Point Report

Control Point Worksheet within construction documents showing locations of identified control points in relation to the Project, including datum, description, and whether found or set.

2.5 R/W - Boundary Resolution

The purpose of this task is to identify the location of the existing Centerline(s), R/W lines and property line(s) as necessary, to perpetuate the location of the monuments found, to document the control used for this Project area, and establish property lines for area calculations when new R/W is acquired. This task addresses the requirements of ORS 209.150 and 209.155 and other survey related statutes.

Existing Vesting Deeds and Property Ownerships

Consultant shall obtain a “Trio listing kit” (typically provided by a Title Company). Consultant shall identify property ownership within and adjacent to the Project site by investigating property deeds and county tax records. Consultant shall submit each deed in its own electronic file.

Consultant shall include all vesting deeds referenced in the Property Vesting Deeds if needed to resolve the property boundary.

Existing R/W Records

Consultant shall research and obtain copies of surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project and establish property lines for area calculations when new R/W is acquired.

Consultant shall research and obtain copies of county assessor maps, General Land Office plats, and county road records related to the properties potentially impacted by the Project.

Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

Resolve R/W and Property Boundaries

Consultant shall resolve the location of the R/W within the present limits as described in this SOW.

Consultant shall resolve identified R/W centerlines alignments, R/W lines and property boundaries abutting the roadway and along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of R/W alignments and property boundaries for the area as described.

2.5. Consultant Deliverables and Schedule

Consultant shall provide the following deliverables electronically (.PDF) to the APM within 90 days of NTP:

- Consultant shall submit each deed in its own electronic file.
- A detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the R/W centerline, R/W lines (including all jogs) and property boundary lines.

2.6 Record of Survey / Control, Recovery, Retracement

Control, Recovery, Retracement Record of Survey

The destruction of found monuments necessitates a record of survey (ORS 209.150, 155). If the Project will impact property or existing survey monuments, Consultant shall create a Record of Survey ("ROS") which meets County and ORS requirements. The "**Control**" survey must consist of Geodetic and Terrestrial points set for the Project. The "**Recovery**" is the documentation of the monuments recovered for the Project. The "**Retracement**" is a record of resolved R/W centerlines, R/W lines and/or property boundaries. These surveys may be combined or separate surveys as directed by Agency.

Consultant shall submit a draft ROS to Agency for review. Consultant shall address comments received from Agency and submit the final ROS for filing to Clackamas County in the format required.

2.6 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft ROS to APM within 120 days of NTP.
- Final ROS to the appropriate County for filing within 2 weeks of receipt of comments from the Agency.
- Copy of Final ROS to APM upon submittal to County for filing.

2.7 R/W Engineering (Mapping & Descriptions)

The purpose of this subtask is to prepare R/W engineering products used in the acquisition of property. The estimated number of R/W files is seventeen (17). These products are:

- Right of Way acquisition impact maps (Kittelsohn sub-task)
- Civil 3D file used to prepare the acquisition map
- Permanent Right of Way and easement legal descriptions and exhibits. Permanent easements may include slope easements, public utility easements, etc.
- Temporary easement legal descriptions and exhibits

Consultant shall prepare the R/W acquisition impact maps, exhibits and legal descriptions in accordance with Agency requirements. Agency will provide an example for Consultant to follow.

Right of way impact maps shall show, to scale, all improvements existing in the right of way acquisition areas and all improvements within close proximity of the right of way acquisition areas and have potential to be damaged by the acquisition. The exhibits and legal descriptions shall be submitted to the APM and ROW Program Manager or Designee for review and revisions shall be made to Agency's satisfaction. The exhibits and legal descriptions shall be first used by Agency for the Resolution of Necessity and shall be produced as early as possible for this purpose. The impact maps will be needed for the appraisal process and shall be submitted to the APM and ROW Program Manager or Designee for review and revisions to Agency's satisfaction.

2.7 Consultant Deliverables and Schedule

Consultant shall provide in accordance with Project Schedule developed in Task 1:

- Legal descriptions and exhibits in electronic (.PDF) and hard copy to the APM ROW Program Manager or Designee.
- Right of Way impact maps, one for each property from which right of way or easements will be acquired in electronic format.
- Final Right of Way acquisition map in electronic (.PDF and CADD) format to the APM ROW Program Manager or Designee.

TASK 3 ENVIRONMENTAL SERVICES

3.1 Wetland and Water Resources

3.1.1 Wetland/Waters of the U.S./State Fieldwork and Determination Memo

Consultant shall complete a wetland field determination and ordinary high water mark "(OHWM)" demarcation for the Project Study Area ("PSA").

Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps (“NWI/LWI”)) as well as data gathered in the field to document the presence or absence of wetlands within the PSA.

Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Place flags in the field to show wetland and upland sample plot locations, and the wetland boundaries. Label and number the flags to identify their function. Consultant shall collect the flag locations with a GPS unit and provide data point locations to County Consultant.
- Prepare sketch maps of approximate wetland boundaries with numbering of flags or stakes.
- Ensure that field methods used and data collected meet the U.S. Army Corps of Engineers (“USACE”) and DSL technical requirements for wetland delineations and ordinary high water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Place flags in the field to show the OHWM elevation of all jurisdictional surface waters. Assess the OHWM elevation using Agency accepted field indicators. The two (2) year flood event elevation (calculated) may be used in the absence of field indicators.
- Prepare sketch map of approximate OHWM boundaries concurrently with the wetland and OHWM field work with sequential numbering of flags or stakes to be provided prior to site survey for Project base mapping.
- Consultant shall notify Agency if wetlands are present and will be impacted.

Consultant shall prepare one Wetland Determination Technical Memo. The memo must include:

- Description of the PSA;
- Summary of existing available information, noting the standard information that is not available (i.e., if no County soil survey coverage exists for the area, then it must be stated);
- Field reconnaissance methods;
- Results of field reconnaissance;
- Data Sheets;
- Color photographic record depicting on-the-ground conditions; and
- Sketch mapping depicting locations of wetlands or waterways within the study area.

3.1.1 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- Sketch map of approximate wetland and waters boundaries to Agency (if present) per the schedule in Task 1.
- Notification to Agency (via email) if wetlands are present and will be impacted per the schedule in Task 1.
- Electronic copy (Word) of the draft Wetland Determination Technical Memo to APM for review per the schedule in Task 1.
- Electronic copy (PDF) of the Final Wetland Determination Technical Memo to APM two weeks following receipt of draft review comments.

- 3.1.2 RESERVED
- 3.1.3 RESERVED
- 3.1.4 RESERVED

TASK 4- PUBLIC INVOLVEMENT SUPPORT

Consultant shall assist Agency with public involvement and outreach, as defined below, for the design phase of the Project through Final PS&E. Agency will have overall responsibility for the Project public involvement and outreach program.

4.1 RESERVED

4.2 Public Involvement Meetings

Consultant shall attend up to three (3) meetings, as listed below, to provide Project information and address specific questions and concerns related to the Project.

- community open house
- stakeholder meeting
- neighborhood association meeting, community planning organization (CPO) or other appropriate group

At the discretion of the Agency, and as a substitute for one of the in-person meetings listed above, the Consultant may develop and facilitate a virtual open house website.

Consultant shall document input received from the meetings and prepare written summaries.

Consultant shall prepare:

- meeting agenda,
- project fact sheets (in both English and one other language to be agreed to by the Agency),
- aerial graphics,
- Project rendering with static “bird’s eye” images
- flyer/notification (in both English and one other language to be agreed to by the Agency)

Agency will schedule, coordinate the location and advertise the meetings. For budgeting purposes, it is assumed that up to three (3) Consultant staff shall attend each 3 hour public meeting.

4.2 Consultant Deliverables and Schedule:

Consultant shall:

- Provide written meeting summaries electronically (in Word and PDF format) within 5 working days of each meeting to APM
- Provide electronic copy of each project information item prepared under Task 4.2 and a minimum of 3 hard copies of aerial graphics, roll maps, and project fact sheets to be presented at each meeting.

4.3 Electronic Communication

Consultant shall prepare project information and other related materials for the items below:

- Project webpage
- social media

Agency will be responsible for developing and maintaining the project webpage and County social media accounts. For budgeting purposes it is assumed that the information and related materials for the project webpage will be the same as the information and related materials prepared for public involvement meetings.

4.3 Consultant Deliverables and Schedule:

Consultant shall provide:

- Electronic file or link submitted to APM for all of the materials prepared for public involvement meetings.
- Updates to the list above, up to five times to keep content current.

TASK 5- UTILITIES

Consultant shall perform the coordination of all utility facilities within the Project limits in accordance with the Oregon Utility Relocation Manual (available at: <https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx> under “Policies and Guidance”).

If any utility is nonresponsive or uncooperative, Consultant shall notify Agency, and Agency will communicate with the utility to affect a solution.

5.1 Utility Location and Coordination

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. Consultant shall comply with the current version of the utility coordination policy requirements as described in the Oregon Utility Relocation Manual. This work includes reviewing utilities that may be in conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utilities located within the Project limits. Consultant shall use this information to confirm the survey map as developed under Task 2, Surveying. Where potential conflicts exist, Consultant shall work with the utility owner to acquire their “pothole” information for verification of utility size and depth.

5.1 Consultant Deliverables and Schedule

Consultant shall provide:

- Existing utility information gathered in Task 5.1 to be included in the survey map / base map
- Record of communications with each utility within the Project limits. Copies of communication record must be provided to APM within 3 days of request.

5.2 Utility Report

Consultant shall prepare a draft and final “Utility Report” for those utilities located within the Project limits. The “Utility Report” must include as many of the following items that are known and applicable:

- Description of utilities located within the Project limits
- Utility facility’s structure dimension
- Probable buried depth of cover or aerial lowest height of wire
- General description of utility facility structure material
- Reliance upon other utilities in the vicinity (joint use facility)
- Description of the means used to verify facility location and limits of conflict (test hole data a.k.a. “pothole” verification)
- Proposed project construction requirements
- Potential utility conflicts

- Probable conflict resolution (relocation, adjustment concept, or protect in place)

5.2 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft Utility Report to be submitted with DAP Package under Task 13
- Final Utility Report to be submitted to APM within 10 business-days receipt of comments on draft document.

5.3 Utility Coordination Meetings

To facilitate the development of each utility relocation plan, Consultant shall organize, conduct, prepare for and attend the following utility coordination meetings with utilities within the Project limits:

- Utility kickoff meeting to begin utility coordination. The meeting must address known facilities, potential for impact, design alternatives to address conflicts, timing requirements for potential relocations, and initial information on reimbursable requirements
- Up to 2 individual meetings with potentially affected utilities.
- 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

Consultant shall prepare a meeting agenda, and meeting minutes summarizing the discussions at the group meeting.

For budgeting purposes it is assumed that up to 2 Consultant staff shall attend each 2 hour meeting, including travel time.

5.3 Consultant Deliverables and Schedule

For each meeting Consultant shall provide to APM:

- Meeting Agenda and Meeting Minutes for each meeting; agenda due within 2 business days prior to meeting; meeting minutes due within 5 business days after meeting

5.4 Utility Relocations

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the Project design. As part of that effort, Consultant shall complete the following subtasks:

5.4.1 Utility Notices

For those utilities where no conflict is anticipated, Consultant shall provide a Project Notification [first notice per Oregon Administrative Rule (“OAR”) 734-055-045].

Consultant shall use the Project Notification letter template located at:

<https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public Agency Resources” heading). The Project Notification letter must include plan sheets indicating location of existing utilities in relationship to proposed project.

For those Utilities where a conflict is anticipated, Consultant shall provide a Conflict Notice (first notice per OAR 734-055-045). Consultant shall use the Conflict Notice letter located at: <https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public Agency Resources” heading).

Consultant's coordination schedule must allow each utility a 30-day period to respond with a proposal from date of the notice. If additional facility conflicts become apparent, Consultant shall create and deliver multiple notices or revised notices to utility owner, and the utility owner's response time may be shortened to 7 calendar days.

5.4.1 Consultant Deliverables and Schedule

Consultant shall provide:

- Project Notification letter(s) and Conflict Notice(s) with enclosures to Utilities; due within 10 business days after submittal of DAP plans to Agency.
- 1 *.pdf of Project Notification/ Utility Conflict letters with enclosures to APM and, State Utility Liaison (SUL).

5.4.2 RESERVED

5.4.3 Review Utility Relocation Plans and Relocation Time Requirement Letters

Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to utility for correction and re-submittal.

Consultant shall negotiate with each utility a utility construction work schedule that conforms to the project construction schedule. Consultant shall deliver a Time Requirement Letter (second notice) to each utility owner accepting or modifying the required utility facility construction time.

5.4.3 Consultant Deliverables and Schedule

Consultant shall provide:

- The final utility relocation plan(s) submitted to the Agency within 10 days after acceptance.
- Time Requirement Letter(s) submitted to each utility, APM and SUL within 20 business days after submittal of Advance Plans to Agency.

5.5 RESERVED

5.6 RESERVED

5.7 RESERVED

TASK 6- GEOTECHNICAL / PAVEMENT SERVICES

Consultant shall conduct geotechnical and pavement field investigations to explore the following:

- Surface and subsurface conditions in proposed improvement areas, including roadway subgrade and existing roadway structural section.
- Area of pavement rehabilitation and new pavement construction, as applicable
- Surface and subsurface conditions in area of existing and potential slope instability
- Existing soil types and characteristics, including infiltration capacity

Consultant shall provide documentation which summarizes and presents the results of the investigation, analyses, and recommendations.

6.1 Data Review / Reconnaissance

Data Review:

Consultant shall review available existing information to evaluate the following:

- Geologic conditions along the proposed Project alignment, such as geologic units, historic land use, fill materials, and geologic hazards.
- Pavement construction history

Consultant shall review available information from the following sources (as applicable):

- Existing published and unpublished literature from Agency, ODOT, federal, city, or county records
- Published geologic literature including geologic or hazard maps
- Previous geological and geotechnical reports from Agency, ODOT, federal, city, county, or other officials, consultants, groups or individuals pertinent to the Project
- As-built roadway plans (as available)
- Maintenance records

Reconnaissance:

Consultant shall conduct a pavement, geologic, and geotechnical reconnaissance of the site consisting of up to 2 separate site visits. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.
- General condition of the existing pavement

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Identify site constraints, staging concerns (for exploration and construction).
- Identify areas for Falling Weight Deflectometer (“FWD”) testing, core samples, dynamic cone penetration (“DCP”) testing, rut measurements, photographs, and laboratory testing.
- Identify potential exploration locations.
- Locate potential pavement core explorations and paint on the ground proposed core locations.
- Locate geotechnical explorations and stake or paint on the ground proposed boring locations.

6.1 Consultant Deliverables and Schedule

Consultant shall incorporate information from this task into deliverables for tasks 6.2 and 6.6.

6.2 Exploration and Testing Work Plan (“ETWP”)

Consultant shall prepare an ETWP prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by Agency of the ETWP.

The ETWP shall address the proposed drilling (geotechnical boring), site access, exploration and sampling procedures, preliminary laboratory testing plan, safety plan, and the traffic control plan. The traffic control plan must address minor road encroachments as well as lane and/or shoulder closures for activities associated with drilling.

Consultant shall comply with any and all environmental permits, including archeology clearance, and approvals prior to any geotechnical drilling work (as per ODOT Geotechnical Design Manual sections 3.8 and 3.8.4).

Consultant shall obtain required Right-of-Way Permits from Agency for exploration locations in public ROW prior to beginning field work.

Consultant shall obtain required Right-of-Entry Agreement(s) from the property owner(s) under task 14.1 prior to beginning field work.

6.2 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft ETWP in MS Word format to APM
- Final ETWP in MS Word format at least 5 business days prior to beginning field work to APM

6.3 Geotechnical and Pavement Explorations

Consultant shall conduct field investigation work in accordance with the most current versions of the [ODOT Geotechnical Design Manual](#) and the [ODOT Pavement Design Guide](#).

Consultant shall perform all field explorations in conformance with the approved ETWP developed in task 6.2. When possible, Consultant shall coordinate traffic control and other subcontractors, such as drillers, to provide exploration Services for both pavement and geotechnical explorations concurrently. Consultant shall follow all environmental permits and approvals prior to performing any exploration Services by drilling subcontractors. Consultant or their drilling contractor shall locate all underground utilities.

Once all environmental permits and approvals have been provided, consultant shall perform subsurface explorations to estimate and characterize the in situ soils and obtain design parameters for the purposes of addressing foundation support and other geotechnical or geological considerations for the following:

- Slope stability
- Embankment subgrade
- Onsite infiltration of storm water

The anticipated subsurface explorations to be performed for the Project are shown in the following table:

TEST METHOD	EST #	DEPTH(S) OF EXPLORATION(S)
Drilled Borings (solid stem auger)	4	5-ft to 10-ft
Infiltration Tests	2	3-ft to 6-ft
Falling Weight Deflectometer	32	N/A

Consultant shall provide an experienced Professional Engineer or Certified Engineering Geologist, licensed in Oregon to supervise the field operations for in situ data gathering.

Consultant shall perform appropriate pavement explorations and tests in order to estimate the following:

- Thickness of the existing pavement section
- Visual condition of the existing pavement

Consultant shall provide an experienced engineer or geologist, as applicable, to supervise the field operations and conduct a detailed visual pavement condition survey to identify the type, extent and severity of the distress present.

Consultant shall perform the exploration work while following additional requirements as follows:

- Boring locations that have restrictions must be performed in conformance with the permit requirements.
- Collect the drill cuttings and drilling mud in sealable steel drums and remove from the site, unless otherwise coordinated with Agency.
- The borings must be abandoned and backfilled according to Oregon Water Resources Department (“OWRD”) regulations.
- All borings and core holes through pavement must be patched with cold patch asphalt emulsion, quick set PCC, or as approved by Agency.
- Instruments must be capped by lockable monuments, or traffic-grade vaults, or as approved by Agency
- Borings must be completed by drillers appropriately licensed by OWRD
- Core samples of the pavement must be retrieved using a diamond bit core drill.
- Pavement cores must be logged according to the ODOT Pavement Design Guide and photographed for inclusion in the report.

6.3 Consultant Deliverables and Schedule

Information from this task shall be incorporated into deliverables for task 6.6.

6.4 Laboratory Testing

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations in order to:

- Characterize the subgrade and subsurface soils;
- Develop engineering soil parameters for the pavement and embankment design,
- Assist with determining engineering geologic unit boundaries, and
- Check field soil description and identification.

The laboratory testing program must be performed in accordance with standard ASTM, AASHTO, Agency, and ODOT practices to include the following:

- Moisture/density;
- Atterberg limits;
- Gradation (minus No. 200 sieve wash);

6.4 Consultant Deliverables and Schedule:

Information from this task shall be incorporated into deliverables for task 6.6.

6.5 RESERVED

6.6 Geotechnical Report

Consultant shall prepare a Geotechnical Report according to the ODOT Geotechnical Design Manual criteria for submittal to Agency for review. The Geotechnical Report must:

- Summarize the geotechnical design and construction recommendations.

- Identify general specification criteria for the construction contract and provide recommendations for special provisions, if required.
- Summarize the results of the geotechnical analyses.

6.6 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft Geotechnical Report in MS Word and PDF format to be incorporated into DAP delivered under task 13.
- Final Geotechnical Report in PDF format to APM within 2 weeks of receipt of comments from Agency.
- Electronic data provided in the following formats (due with draft Geotechnical Report):
 - Memoranda, letters, reports, etc. – Microsoft Office Suite, Adobe
 - CADD Files – AutoCADD Design File (.dwg) format
 - Other files – in standard software file formats

TASK 7 - HYDRAULICS RELATED SERVICES

Consultant shall provide stormwater management and hydraulic related design services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

- **7.1 RESERVED**
- **7.2 RESERVED**
- **7.3 RESERVED**
- **7.4 RESERVED**

7.5 Stormwater Management Design

The purpose of this subtask is to design stormwater systems for the conveyance and treatment of drainage in the Project.

Storm Sewer Conveyance

The purpose of this subtask is to provide design of stormwater conveyance facilities that collect and carry highway runoff in conformance with: 1) ODOT's Federal Aid Highway Program Programmatic Biological Opinion and 2) any Agency requirements that are stricter than the Federal standards.

Consultant shall:

- Determine the locations of flow entering and leaving the Project right-of-way (R/W).
- Review existing conditions downstream of locations where flow is leaving the Project R/W for deficiencies and document observations.
- Delineate on-site drainage basins, calculate peak flow rates for design, model the proposed pipe network, and calculate hydraulic grade line to check that proper freeboard design requirements are being met.
- Check inlet capacity and inlet spacing, calculate gutter flow to check spread, and provide design recommendations for inlet locations.
- Provide design recommendations for pipe network, associated pipe sizes, pipe material recommendations, and manhole access design recommendations (i.e. - spacing, location within a travel lane, etc.).
- Provide manhole diameter design recommendations based upon analysis of pipe connections at each manhole.

- Compare pipe network against known utilities in the Project area and provide design recommendations to minimize utility conflicts or to adjust existing utilities.
- Provide Stormwater Outfall design and energy dissipator design recommendations in compliance with applicable Project permits.

Roadside Channel Conveyance

Consultant shall model ditches to calculate water surface elevation, depth, and velocity and provide channel lining design recommendations per HEC-15, Design of Roadside Channels with Flexible Linings.

Stormwater Quality Design

The purpose of this subtask is to provide design of stormwater management facilities that provide water quality treatment of highway runoff per Agency standards and/or Federal Aid Highway Program Programmatic Biological Opinion, whichever standard is most strict.

Consultant shall:

- Define Contributing Impervious area.
- Delineate on-site drainage subbasins.
- Identify treatment Best Management Practice (“BMP”) types applicable for the site.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.)
- Prepare up to 2 stormwater management strategies that combine potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Compare alternative stormwater management strategies and recommend a preferred strategy.

Stormwater Quantity Design

The purpose of this subtask is to provide design of stormwater management facilities that control quantity and flow rate of highway runoff per Agency standards.

Consultant shall:

- Define Contributing Impervious Area (“CIA”).
- Delineate on-site drainage subbasins.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e. drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.).
- Prepare up to 2 stormwater management strategies that combine potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Compare alternative stormwater management strategies and recommend a preferred strategy.

- Provide written design recommendations in the Stormwater Design report (Task 7.6) for:
 - Pipe network and associated pipe sizes
 - Manhole diameter
 - Pipe material recommendations
 - Channel Lining
 - Stormwater outfall
 - Energy dissipator
- Provide documentation in the Stormwater Design report (Task 7.6) for up to 2 stormwater management strategies and include a recommended preferred strategy.

7.5 Consultant Deliverables and Schedule

Information from this task shall be incorporated into deliverables for Task 7.6.

7.6 Stormwater Design Report

The purpose of this subtask is to provide preliminary stormwater design recommendations and document the final stormwater facility design recommendations.

- Consultant shall prepare a preliminary version of the Project Stormwater Design Report per Federal-Aid Highway Program guidelines containing preliminary stormwater facility design recommendations.
- Consultant shall prepare a final Stormwater Design Report to reflect Agency review comments on stormwater facility design recommendations, changes to stormwater facility design due to advancement of the overall Project design, and supporting documentation of the final stormwater facility design.

7.6 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft Stormwater Design Report in PDF file format, along with an MS Word file containing the report narrative, and two (2) hard copies, due with the Design Acceptance Package.
- Final Stormwater Design Report, PDF file of complete report, and two (2) hard copies, due with the Final Plans.

7.7 Stormwater Operation and Maintenance (O&M) Manual

The purpose of this subtask is to provide Operations and Maintenance Manual documentation of all proposed stormwater management facilities so that Agency has a record of the stormwater facilities that need to be operated and how to maintain them after the Project is constructed.

Consultant shall prepare up to one two (2) Draft Operation and Maintenance (“O&M”) Manuals, one for each stormwater facility anticipated for the Project, per Chapter 4, Section 4.6.6 of the Hydraulics Manual (latest edition).

Consultant shall prepare operational plans as outlined in Technical Bulletin GE 16-01 (B) titled “Stormwater Control Facility Operation and Maintenance Plan Development Drafting Guidance”.

7.7 Consultant Deliverables and Schedule

Consultant shall provide:

- One copy of each Draft O&M manual in MS Word and Adobe “pdf” format to the APM with Advanced Plans.
- One copy of each draft operational plan in AutoCAD format (.DWG file) to the APM with Advanced Plans.
- **7.8 RESERVED**
- **7.9 RESERVED**

TASK 8- TRAFFIC ENGINEERING & MANAGEMENT

Consultant shall provide traffic analysis and design Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

8.1 RESERVED

8.2 RESERVED

8.3 RESERVED

8.4 Permanent Signing

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent signing associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and Agency standards.

8.4 Consultant Deliverables and Schedule

Consultant shall provide:

- 30% Permanent Signing design and cost estimate included in 30% design package (Task 13)
- 60% Permanent Signing plans, specifications, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% Permanent Signing plans, specifications, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final Permanent Signing plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.5 Permanent Pavement Markings

Consultant shall prepare plans, specifications, and construction cost estimates for the permanent pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and Agency standards.

8.5 Consultant Deliverables and Schedule

Consultant shall provide:

- 30% Permanent Pavement Marking design and cost estimate included in 30% design package (Task 13)
- 60% Permanent Pavement Marking plans, special provisions, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% Permanent Pavement Marking plans, special provisions, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final Permanent Pavement Marking plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.6 Illumination Design

Consultant shall prepare plans, specifications, and construction cost estimates for the construction of an illumination system at the intersection of SE Webster Rd and SE Bixel Way to support the installation of an enhanced pedestrian crossing. Consultant shall conduct lighting analysis to determine appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Illumination Engineering Society (“IES”) or Agency standards for light levels. Roadway lighting plans and specifications shall conform to the NEC and Agency standards as applicable. Consultant shall coordinate with utility for service connections.

8.6 Consultant Deliverables and Schedule

Consultant shall provide:

- 30% Illumination design and cost estimate included in 30% design package (Task 13)
- 60% Illumination plans, special provisions, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% Illumination plans, special provisions, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final Illumination plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.7 RESERVED

8.8 Traffic Control Plans (“TCPs”)

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall develop plans and specifications to accommodate vehicle, bicycle and pedestrian traffic during construction. ODOT or Agency standard plans must be referenced where possible.

Consultant’s TCPs must indicate such elements as traffic control sequencing, work zone limits, transitions, traffic control devices, signage, detours and staging cross sections (where applicable), and work zone details for vehicles, bicycles and pedestrians.

Consultant shall prepare a Temporary Pedestrian Accessible Route Plan (“TPARP”) as part of the TCPs. The TPARP must include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD and Agency requirements.

8.8 Consultant Deliverables and Schedule

Consultant shall provide:

- 60% TCPs, special provisions, and cost estimate included in 60% PS&E submittal (Task 15.1)
- 90% TCPs, special provisions, and cost estimate included in 90% PS&E submittal (Task 15.2)
- Final TCPs, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

TASK 9- RESERVED

TASK 10- ROADWAY DESIGN

Consultant shall provide roadway design Services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

10.1 Design Criteria

Consultant shall prepare draft and final design criteria. Design criteria must be consistent with 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:

- Obtain functional classification facility based on current Transportation System Plan (“TSP”)
- Determine design vehicles
- Obtain existing and design year average daily traffic (“ADT”) from traffic report or Project Prospectus
- Determine design speed
- Obtain mobility requirements or level of service targets
- Confirm access control requirements or access management techniques
- Determine pedestrian and ADA design considerations
- Determine bicycle design considerations
- Determine transit design considerations
- Review crash data / history
- Determine roadside design requirements (clear zone)
- Determine sight distance considerations
- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
 - Number and width of travel lanes
 - Shoulders
 - Curbs
 - Sidewalks
 - Curb ramps
 - Side slopes
 - Ditches or swales (drainage facilities)
 - Parking

10.1 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft design criteria electronically to APM within 4 weeks from Notice to Proceed (“NTP”).
- Final design criteria electronically to APM within 2 weeks from receipt of Agency comments.

10.2 RESERVED

10.3 Roadway Design Exceptions (CONTINGENCY TASK, requires separate NTP)

Consultant shall prepare up to 3 draft Roadway Design Exception Request(s) for the Project. The Design Exception Request(s) must be prepared using the standard Design Exception Request form provided by the Agency. The final Design Exception Request(s) for the Project must be stamped and signed by the engineer of record. Agency will coordinate final approval of the Design Exception Request(s).

10.3 Consultant Deliverables and Schedule

Consultant shall provide:

- 1 electronic copy in WORD format to APM of draft Design Exception Request(s) within 2 weeks of DAP.
- 1 hard copy and 1 electronic copy in WORD and PDF format to APM of final Design Exception Request(s) no later than 2 weeks of receipt of comments from the Agency.

TASK 11 RESERVED

TASK 12 RESERVED

TASK 13 - 30% DESIGN PACKAGE

The objective of the 30% Design Package is to identify the size of the Project footprint, required design exceptions, right of way (“R/W”) impacts, and any required environmental permits prior to preparing the 60%, 90%, and Final Plans.

Consultant shall prepare a 30% design package that includes a 30% strip map, a construction cost estimate and a design narrative that addresses the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, average daily traffic (“ADT”), posted speed, and other design standards pertinent to the Project);
- Summary of design exceptions that will be necessary;
- Summary of roadway alignment and typical section alternatives considered, including recommendations;
- Outline of Project constraints such as topography, environmental, permits, R/W, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Environmental impacts and mitigation measures;
- Utility conflicts;
- Description of geotechnical subsurface conditions;
- Draft Geotechnical Report;
- Draft Stormwater Management Plan;
- Draft Hydraulics Report;
- Description of drainage features;
- R/W needs;
- Local permit needs;
- Construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Description of impact to freight mobility

Consultant shall summarize and reference in the 30% design narrative all of the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit a 30% design strip map and a cost estimate as appendices to the design narrative.

Agency will provide comments on the 30% design package. Consultant shall address Agency comments. Consultant shall attend a 30% Plan Review Meeting to communicate and discuss resolution to review comments. Consultant shall provide written responses to address review comments received from Agency after attending the 30% Plan Review Meeting.

For budgeting purposes, it is assumed that up to 3 Consultant staff (as agreed to by Agency and Consultant prior to the meeting) shall attend the 2 hour 30% Plan Review Meeting.

13 Consultant Deliverables and Schedule

Consultant shall provide:

- 1 electronic copy of the 30% design package in PDF format to APM within 12 weeks of NTP.
- 1 electronic copy of written responses to 30% review comments to APM within 1 week of the 30% Plan Review Meeting.

TASK 14- RIGHT OF WAY (ROW)

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

- Right of Way Services Agreement specific to the Project
- “*ODOT Right of Way Manual*”
- “*ODOT Guide to Appraising Real Property*”
- “*ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide*”
- ORS 35, with reference to the “*Uniform Appraisal Standards for Federal Land Acquisitions*”

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the “*ODOT Right of Way Manual*”. These forms, spreadsheets, brochures and pamphlets shall not be altered. They may be obtained through the Region Right of Way Manager or Designee or on-line at: <http://www.oregon.gov/ODOT/HWY/ROW>

Consultant shall track status for all parcel files to be acquired for ROW purposes in the format provided by Agency. Consultant should coordinate the details of this process with the Region Right of Way Manager or Designee at the project kickoff meeting.

For estimating purposes, up to seventeen (17) files are anticipated for this project. Eight (8) files are assumed to require full appraisals and nine (9) files are assumed to be value finding appraisals.

14.1 RESERVED

14.2 Title Reports and Document Requests

Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of ROW for each impacted property.

Consultant shall obtain preliminary title reports for each impacted property. Consultant shall obtain all title reports from one Title Company (so long as Project is located within one county).

14.2 Consultant Deliverables and Schedule

Consultant shall provide:

- Preliminary Title Reports and Title Documents per the schedule developed in Task 1 Project Management.
- Clearance Documents from Lenders and/or Lessees per the schedule developed in Task 1 Project Management.

14.3 RESERVED

14.4 Right of Way Programming Estimate

Consultant shall prepare a ROW programming estimate for use by the Right of Way Section to program funds for property acquisition. Consultant shall obtain the most current version of the Programming Estimate form to be used on all State and Federally funded projects from the Region Right of Way Manager or designee. The programming estimate shall include the Project name and county in which the Project is located and all Project ROW costs, including separate Consultant and Agency ROW costs as outlined in the Right of Way Services agreement with the Local Public Agency. The ROW programming estimate shall include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate shall be submitted to the appropriate Agency Right of Way Manager or Designee for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Agency.

14.4 Consultant Deliverables and Schedule

Consultant shall provide:

- 1 draft Programming Estimate for delivery electronically to Agency Region Right of Way Manager or Designee, APM per the schedule developed in Task 1 Project Management.
- 1 final Programming Estimate for delivery electronically to Agency Region Right of Way Manager or Designee, APM per the schedule developed in Task 1 Project Management.

• **PLEASE NOTE: Consultant shall not perform any services described in Tasks 14.5 through 14.10 below until Agency issues NTP for the ROW phase of the Project.**

14.5 Preliminary Activities/Donation Requests

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 parcel(s) to be purchased) to all owners and occupants of affected properties. Consultant shall send GIN via certified mail with proof of delivery kept in the parcel file.

Consultant shall arrange pre-negotiation contacts with property owners and identify property and Project issues by providing the following services for each file:

- Contact property owners to provide general information about the Project and attempt to obtain donation of property rights to construct public improvement Project. If property owners are considering a donation, then Consultant shall inform them in writing of their right to just compensation; such property owners may elect to donate by signing a waiver of their rights.
- Provide written Donation Report or outcome of property owner meetings, if property owner is unwilling to donate.

For each property that is donated, Consultant shall prepare a closing packet to include the executed Donation Request Acknowledgement and Conveyance Document, original recorded documents and title insurance policy.

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

14.5 Consultant Deliverables and Schedule

Consultant shall provide:

- GINs, 1 hard copy to each property owner and 1 electronic copy each to Agency within 20 business days following NTP for the ROW acquisition phase.
- Written Donation Report or outcome of initial contact with property owner, 1 electronic copy each to Agency within 12 weeks of NTP for the ROW acquisition phase.
- Closing Packet (Executed Donation Request Acknowledgment and Conveyance Documents), Original Recorded Documents and title insurance policy for any permanent ROW acquired through donation, 1 hard copy to Agency no later than 14 weeks prior to bid date.

14.6 Appraisal and Appraisal Review

Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List.

Consultant shall provide one real estate appraisal for each property *or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual* from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Region Right of Way Manager or designee.

All real estate appraisals provided by the Consultant shall be prepared using forms or formats of, or approved by, the Agency's ROW Section. The types of appraisal reports shall fall into the following categories:

- Abbreviated or value finding appraisals for simple takings with less than \$10,000 in damages (9 files assumed). Appraisal reviews will be completed by County staff for value finding appraisals.
- Detailed (before/after) appraisals for takings with equal to or greater than \$10,000 in damages (8 files assumed).

Consultant shall prepare all reports and estimates necessary to value specialty items to be acquired or to support cost-to-cure estimates.

Consultant shall provide not fewer than 15 days written notice to owners of the planned appraisal inspections. The property owner and designated representative, if any, shall be invited to accompany the appraiser on any inspection of the property for appraisal purposes. Consultant shall send this notice via certified mail with proof of delivery and kept in the parcel file.

Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property.

Consultant shall perform independent reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Agency for final approval.

Agency will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

14.6 Consultant Deliverables and Schedule

Consultant shall provide:

- 15 Day Notice of Appraisal Inspection to each property owner and electronic copy to Agency ROW Manager per the schedule developed in Task 1 Project Management.
- Report of Personal Interview to Agency ROW Manager within 3 business days of request.
- Appraisal and Appraisal Review in electronic format for each file to Agency ROW Manager as per Project Design Schedule developed under Task 1, as follows:
 - Value Finding/ Taking and Damages Appraisal (for simple takings), OR
 - Detailed Before & After Appraisal (for complex takings)
 - Specialty reports, if necessary, prior to incorporation in appraisal reports

14.7 Additional Appraisals & Appraisal Review (CONTINGENCY TASK, requires separate NTP)

Consultant shall prepare up to nine (9) additional full appraisal reports in place of the value finding appraisals if more than eight (8) of the impacted properties have greater than \$10,000 in damages. Budget for this contingency task will be calculated based on the difference in cost between a value finding appraisal and full appraisal.

At the 60% design milestone, the consultant shall determine the number of properties that require a full appraisal. If that number exceeds the amount defined in task 14.6 (8 full appraisals), then the consultant shall request authorization for a contingency budget equal to difference in cost for each additional appraisal.

14.7 Consultant Deliverables and Schedule

Consultant shall provide:

- 15 Day Notice of Appraisal Inspection to each property owner and electronic copy to Agency ROW Manager per the schedule developed in Task 1 Project Management.
- Report of Personal Interview to Agency ROW Manager within 3 business days of request.
- Appraisal and Appraisal Review in electronic format for each file to Agency ROW Manager as per Project Design Schedule developed under Task 1, as follows:
 - Value Finding/ Taking and Damages Appraisal (for simple takings), OR
 - Detailed Before & After Appraisal (for complex takings)
 - Specialty reports, if necessary, prior to incorporation in appraisal reports

14.8 Acquisition Services

All right of way shall be acquired in the name of Agency. Consultant shall conduct negotiations, on behalf of the Agency, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review.

Consultant shall be responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall present any requests for taking title subject to one or more outstanding interests to Agency for approval. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultants shall prepare and present to Agency the draft Offer Packets. All offers will be made on Agency letterhead, will include Agency contact information, and will be signed by Agency. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, Terms of Agency's Offer signed by Agency, copy of appraisal, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged).

If 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. Proof of delivery must be documented in the Report of Personal Interview and file.

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) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other 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 Agency for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification letter and owner supplied supporting documentation to Agency for approval. If accepted see above.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall continue documenting the Report of Personal Interview for each file. The Report of Personal Interview must include contact with property owners, owner's attorneys and occupants; efforts to achieve amicable settlements; owners' suggestions for changes in plans; responses to owners' counterproposals etc.

14.8 Consultant Deliverables and Schedule

Consultant shall provide the following per the Project Design Schedule developed under Task 1:

- Draft Offer Packet for review for each file to Agency ROW Manager.

- Final Offer Packet for review and signature to APM.
- Final Offer Packet sent certified mail or delivered in person for each file.
- Final Report Packet (see Appendix A, Contractor Services Guide) for each file for payment, conveyance of title and recording to Agency ROW Manager.
- If applicable, proposed counter offers with justification information to Agency ROW Manager.
- If applicable, Recommendation for Condemnation to Agency ROW Manager.
- Report of Personal Interview to Agency ROW Manager within 3 business days of request.

14.9 Condemnation Process Assistance (Contingency)

After good faith effort has been made to acquire ROW at the Agency’s determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- With Agency authorization, send Final Offer letter to the property owner in accordance with the ROW Manual.
- Provide information and clarification to Agency in support of mediation and condemnation proceedings, and assist property owner with any relocation according to the Consultant Services Guide.

Note: Agency will initiate Condemnation proceedings.

14.9 Consultant Deliverables and Schedule

Consultant shall provide:

- Final Offer letter to property owner (s), with a copy to Agency as stated in the NTP for this contingency task.

14.10 RESERVED

TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”)

Consultant shall prepare plan sheets according to the following table:

Table 15

Name of Sheet Series	Estimated # of Sheets	60% PS&E Submittal	90% PS&E Submittal	Final Submittal
Cover Sheet, Index, Plan Sheet Layout	3	X	X	X
Typical Sections	2	X	X	X
Details	4	X	X	X
Curb Ramp Details	13	X	X	X
Driveway Grading Details	2	X	X	X
Intersection Grading Details	3	X	X	X
General Construction (plan and profile)	4	X	X	X
Stormwater Management	4	X	X	X
Temporary Traffic Control	4	X	X	X
Grading & Erosion Control	4	X	X	X
Signing & Striping	4	X	X	X

Illumination Plans	2	X	X	X
Total	49			

15.1 60% PS&E

Consultant shall prepare preliminary (60%) documents for the Project incorporating comments from 30% review (Task 13).

Consultant shall prepare drawings, per Table 15 above and:

- Reference Agency and ODOT standard drawings and details;
- Prepare the 2021 Bid Booklet and Special Provisions Document Assembly form;
- Prepare preliminary construction cost estimate quantities and unit costs utilizing Agency standard bid items. Consultant shall prepare the estimate to include mobilization, contingency, and construction engineering (based on percentages agreed to by both parties). The estimate must be based on unit prices utilizing Agency, ODOT, and Consultant’s historical bid information and considering a 2025 bid letting.

The APM will submit a 60% PS&E Review Comment Log as a single electronic file to Consultant.

Consultant shall address comments received and communicate with the APM the proposed resolution to the comments. Consultant shall provide written response to address review comments received from the APM on the 60% PS&E.

15.1 Consultant Deliverables and Schedule

Consultant shall submit the following to the APM within 8 weeks of the APM written approval (e-mail acceptable) of the final 30% design package (Task 13):

- 60% Plans (PDF)
- Special Provisions Document Assembly Form (PDF)
- Preliminary Construction Cost Estimate in Excel/table format (PDF and excel)

Consultant shall submit 60% PS&E Review Comment Log with initial responses to the APM within 2 weeks of receipt of comments.

15.2 90% PS&E

This task includes preparation of 90% plans, Special Provisions, construction cost estimate, risk assessment, and quality control reviews, as well as incorporating comments from previous reviews.

Advance Plans:

Consultant shall prepare drawings, per Table 15 above and reference Agency standard drawings and details, and other related drawings.

Advance Special Provisions:

Consultant shall update Project Special Provisions based on changes and clarifications to the Project design, as determined at 60% plans and in accordance with 2021 *Oregon Standard Specifications for Construction as amended* and *Agency Specification and Writing Style Manual*.

Consultant shall prepare the Special Provisions to the 90% level (the “Advance Special Provisions”) in MS Word utilizing “Track Changes”.

The 90% Special Provisions must incorporate Agency’s boilerplate Special Provisions corresponding with the Project bid date. If a bid date has not been identified, Consultant shall use the most current boilerplate Special Provisions. Boilerplates, by bid date, can be found at the following website:

<https://www.oregon.gov/odot/Business/Pages/Special-Provisions.aspx>

Consultant shall obtain concurrence from Agency for any unique special provisions or changes made to the boilerplate Special Provisions, beyond fill-in-the-blank changes. Consultant shall document the changes made to the Special Provisions and Agency concurrence.

Consultant shall consult with Agency and incorporate the required insurance information into the Special Provisions.

90% Cost Estimate:

Consultant shall update the construction cost estimate quantities and unit costs utilizing Agency standard bid items to support the 90% Plans (the “90% Cost Estimate”). Consultant shall prepare the estimate to include mobilization, contingencies, and construction engineering based on the percentages agreed to by both parties. The estimate must be based on unit prices utilizing Agency, ODOT, and Consultant historic bid information and anticipating a 2025 bid letting. Consultant shall prepare the final cost estimate using excel or Agency required software.

Construction Schedule:

Consultant shall prepare a construction schedule, using the Critical Path Method (MS Project and PDF format) that outlines a reasonable Project construction sequence and time frames. The schedule must include anticipated material lead times, Project milestones and anticipated construction phasing and staging.

90% PS&E Revisions/Corrections:

The APM will submit a single electronic file of Advance PS&E Comment Log review comments to Consultant.

Consultant shall address comments received and communicate with the APM the proposed resolution to the comments. Consultant shall provide written response to address review comments received from the APM on the 90% PS&E.

15.2 Consultant Deliverables and Schedule

Consultant shall submit the following to the APM within 12 weeks of the APM’s written approval (e-mail acceptable) of the 60% Plans (Task 15.1):

- 90% Plans (PDF)
- 90% Special Provisions in electronic format (MS Word, utilizing “Track Changes”)
- 90% Construction Cost Estimate in electronic format (Excel and PDF)
- Construction schedule in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (Excel)
- Special Provisions changes and Agency concurrence

Consultant shall submit 90% PS&E Review Comment Log with initial responses to the APM within 2 weeks of receipt of comments.

15.3 Final PS&E Package (100%)

Consultant shall prepare the Final PS&E package for bidding purposes. The final plans, Special Provisions, and construction cost estimate must incorporate all revisions agreed to and documented on the 90% PS&E Comment Log (Task 15.2).

Agency will review final plan sheets and note any final revisions needed prior to preparation and submittal of Professional of Record (POR)-signed Final Plans within 2 weeks of receipt of documents from Consultant. Consultant shall incorporate final revisions into POR-signed Final Plans.

Upon request from Agency, Consultant shall resolve comments from Agency.

15.3 Consultant Deliverables and Schedule

Consultant shall submit the following to Agency, 4 weeks prior to the PS&E due date:

Description	To APM	
	Electronic	Paper
Unsigned Final Design Plans (11 x 17)	PDF	X
Project Special Provisions	Word & PDF	X
POR Certification with all Special Provisions sections stamped	PDF	
Special Provision Summary Form	Excel	
Construction Cost Estimate (Agency Format)	PDF, .est & .dat, excel	X

Consultant shall submit the following to APM, no later than 1 week prior to the PS&E Due Date:

- POR-signed Final Plans printed on 11 x 17 paper, 2 copies
- POR-signed Final Plans in PDF format

15.4 RESERVED

TASK 16 ADVERTISE AND AWARD ASSISTANCE

This task includes the preparation of addenda, as needed, and responding to questions during the Advertisement or Ad phase of the project. Consultant shall respond to questions from Agency and prospective bidders about the plans and specifications during the advertisement for bids and award process.

16.1 Questions During Advertisement

Consultant's Project Manager, or Consultant's designee(s) approved by Agency, shall assist Agency with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 calendar day(s) to APM.

Consultant shall, during the bidding process, assist the Agency with the communications with prospective bidders and suppliers in a manner that assures that no prospective bidder or supplier

is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by prospective bidders or suppliers and the answers provided to the Agency. Consultant shall maintain the written log in the Project file and provide upon request of the APM.

16.1 Consultant Deliverables and Schedule

Consultant shall provide:

- Written log of conversations, questions and answers. Provided to APM upon request and no later than 5 calendar days prior to bid closing date.

16.2 Addenda to the Bid Documents (CONTINGENCY TASK; Requires separate NTP)

This task identifies specific deliverables that the Agency at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task 16.2 and the identified deliverables if written (email acceptable) NTP is issued by the Agency.

Consultant shall prepare a bid addenda for up to two (2) design, cost estimate, or specification related revisions to provide interpretation of construction documents.

If Agency chooses to authorize this work, Consultant shall submit Addendum documents within 5 calendar days from NTP unless a different timeframe is agreed to and stated in the NTP (prior to expiration of contract).

Consultant shall prepare and deliver to Agency the addenda text in a PDF and Microsoft Word file. Consultant shall prepare and deliver to Agency stamped drawings in PDF. Consultant shall coordinate reviews of addenda by APM prior to submittal. Consultant shall not be responsible for distributing addenda to bidders. Agency will issue and distribute all addenda.

16.2 Consultant Deliverables and Schedule

- Bid document addenda; stamped PDF; or special provision revisions

16.3 RESERVED

16.4 RESERVED

REIMBURSABLE EXPENSES

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (survey filing fees, title reports, appraisals, project specific supplies, etc.)

ASSUMPTIONS

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees shall be paid by Clackamas County, or as a reimbursable expense at cost.

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 as-built CAD files of recent construction projects.
4. Provide pavement design.
5. Assist in utilities coordination and facilitate the timely receipt of utility data from the private utility companies.
6. Maintain and manage the public involvement mailing list and project press releases.

It is assumed for the purpose of developing this proposal that a pre-bid meeting will not be conducted.

**EXHIBIT B
FEE SCHEDULE**

Project Budget - Pacific Habitat Services

Project Name: Bilquist Elementary School - Sidewalks
 Sub-Consultant: Pacific Habitat Services

Date: Nov 03, 2021

LABOR ESTIMATE - Bilquist Elementary School - Sidewalks

Task	Notes	Staff	\$ 165.00	\$ 118.00	\$ 114.00	\$ 94.00	\$ 84.00				TASK HOURS	TASK COST
			JVS	JT	WS2	GS	JDL					
001	PROJECT MANAGEMENT											
	1.1 Administration & Record Keeping										0	\$0
	1.2 Coordination										0	\$0
	1.3 Project Meetings		4	4							8	\$1,132
	Reimbursable Expense											
	Task #001 - Subtotal		4	4	0	0	0	0	0	0	8	\$1,132
003	ENVIRONMENTAL SERVICES											
	3.1 WETLAND AND WATER RESOURCES		3	30	8	5	5				51	\$5,837
	3.1.4 Stream Functional Assessment (Contingency)										0	\$0
	Reimbursable Expense											
	Task #003 - Subtotal		3	30	8	5	5	0	0	0	51	\$5,837
	Additional Reimbursable Expense (Contingency)											
	TOTAL HOURS		7	34	8	5	5	0	0	0		
	LABOR RATE		\$165.00	\$118.00	\$114.00	\$94.00	\$84.00				TOTAL HOURS	TOTAL LABOR
	LABOR COST		\$1,155	\$4,012	\$912	\$470	\$420	\$0	\$0	\$0	59	\$6,969

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL SUB REIMBURSABLES	\$0
TOTAL SUB LABOR	\$6,969
TOTAL SUB BUDGET	\$6,969

Project Budget - NV5

Project Name: Bilquist Elementary School - Sidewalks
 Sub-Consultant: NV5

Date: Nov 03, 2021

LABOR ESTIMATE - Bilquist Elementary School - Sidewalks

Task	Notes	Staff	\$ 224.00	\$ 175.00	\$ 144.00	\$ 112.00	\$ 97.00	\$ 90.00	\$ 77.00	TASK HOURS	TASK COST	
			Principal	Senior Project Engineer	Tech Specialist I	Senior CAD Technician	Senior Project Assistant	Project Assistant	Support Staff			
001	PROJECT MANAGEMENT											
	1.1 Administration & Record Keeping		2					2	1	5	\$705	
	1.2 Coordination		3						2	5	\$826	
	1.3 Project Meetings		4							4	\$896	
	Reimbursable Expense											
	Task #001 - Subtotal		9	0	0	0	0	2	3	14	\$2,427	
006	GEOTECHNICAL / PAVEMENT SERVICES											
	6.1 Data Review / Reconnaissance		1							1	\$224	
	6.2 Exploration and Testing Work Plan ("ETWP")		2	1	3					6	\$1,055	
	6.3 Geotechnical and Pavement Explorations		1		18					19	\$2,816	
	6.4 Laboratory Testing				2					2	\$288	
	6.6 Geotechnical Report		6	3	17	3	3	1	1	34	\$5,111	
	Reimbursable Expense											
	Task #006 - Subtotal		10	4	40	3	3	1	1	62	\$9,494	
	Additional Reimbursable Expense (Contingency)											
TOTAL HOURS			19	4	40	3	3	3	4	0	TOTAL HOURS	TOTAL LABOR
LABOR RATE			\$224.00	\$175.00	\$144.00	\$112.00	\$97.00	\$90.00	\$77.00	\$0.00		
LABOR COST			\$4,256	\$700	\$5,760	\$336	\$291	\$270	\$308	\$0	76	\$11,921

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL SUB REIMBURSABLES
\$8,500

TOTAL SUB LABOR
\$11,921

TOTAL SUB BUDGET
\$20,421

Project Budget - S&F

Project Name: Bilquist Elementary School - Sidewalks
 Sub-Consultant: S&F Field Services

Date: Nov 03, 2021

LABOR ESTIMATE - Bilquist Elementary School - Sidewalks

Task	Notes	Staff	\$ 150.00	\$ 108.00	\$ 103.00	\$ 82.00	\$ 72.00	\$ 140.00	\$ 145.00	TASK HOURS	TASK COST	
			PLS	Office Tech	Crew Chief	Field Tech	Admin	Photogramn	Pilot			
001	PROJECT MANAGEMENT											
	1.1 Administration & Record Keeping						8			8	\$576	
	1.2 Coordination		4							4	\$600	
	1.3 Project Meetings		4							4	\$600	
	Reimbursable Expense											
	Task #001 - Subtotal		8	0	0	0	8	0	0	16	\$1,776	
002	SURVEY											
	2.1 Research		8	4						12	\$1,632	
	2.2 Horizontal and Vertical Control Network		2	4	12	12				30	\$2,952	
	2.3 Monument Recovery		4	16	20	20				60	\$6,028	
	2.4 Topographic Data, Detailed Base Map And DTM		4	32	30	30		12	8	116	\$12,446	
	2.5 R/W - Boundary Resolution		16	4	2					22	\$3,038	
	2.6 Record of Survey / Control, Recovery, Retracement		12	32						44	\$5,256	
	2.7 R/W Engineering (Mapping & Descriptions)		24	48						72	\$8,784	
	Reimbursable Expense											
	Task #002 - Subtotal		70	140	64	62	0	12	8	356	\$40,136	
	Additional Reimbursable Expense (Contingency)											
TOTAL HOURS			78	140	64	62	8	12	8	0	TOTAL HOURS	TOTAL LABOR
LABOR RATE			\$150.00	\$108.00	\$103.00	\$82.00	\$72.00	\$140.00	\$145.00			
LABOR COST			\$11,700	\$15,120	\$6,592	\$5,084	\$576	\$1,680	\$1,160	\$0	372	\$41,912

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL SUB REIMBURSABLES
\$0
TOTAL SUB LABOR
\$41,912
TOTAL SUB BUDGET
\$41,912

Project Budget - Universal Field Services

Project Name: Bilquist Elementary School - Sidewalks
 Sub-Consultant: Universal Field Services

Date: Nov 03, 2021

LABOR ESTIMATE - Bilquist Elementary School - Sidewalks

Task	Notes	Staff	\$ 102.00	\$ 75.00	\$ 50.00	\$ 65.00					TASK HOURS	TASK COST
			Row PM	SR. ROW Agent	SR. Title Specialist	ROW Agent						
001	PROJECT MANAGEMENT											
	1.1 Administration & Record Keeping										0	\$0
	1.2 Coordination										0	\$0
	1.3 Project Meetings		4								4	\$408
	Reimbursable Expense											
	Task #001 - Subtotal		4	0	0	0	0	0	0	0	4	\$408
0014	RIGHT OF WAY (ROW)											
	14.2 Title Reports and Document Requests		17		34						51	\$3,434
	14.4 Right of Way Programming Estimate		34								34	\$3,468
	14.5 Preliminary Activities/Donation Requests		17		34						51	\$3,434
	14.6 Appraisal and Appraisal Review		34								34	\$3,468
	14.7 Additional Appraisals & Appraisal Review (Contingency)										0	\$0
	14.8 Acquisition Services		136	300	68	300					804	\$59,272
	14.9 Condemnation Process Assistance (Contingency)		34	34	34	34					136	\$9,928
	Reimbursable Expense											\$77,459
	Additional Reimbursable Expense (Contingency)											\$24,750
	Task #0014 - Subtotal		272	334	170	334	0	0	0	0	1110	\$185,213
TOTAL HOURS			276	334	170	334	0	0	0	0		
LABOR RATE			\$102.00	\$75.00	\$50.00	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL HOURS	TOTAL LABOR
LABOR COST			\$28,152	\$25,050	\$8,500	\$21,710	\$0	\$0	\$0	\$0	1,114	\$83,412

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL SUB REIMBURSABLES	\$102,209
TOTAL SUB CONTINGENCY	\$9,928
TOTAL SUB LABOR	\$83,412
TOTAL SUB BUDGET	\$185,621

Project Budget Form - Reimbursables

Project Name: Bilquist Elementary School - Sidewalks
 Project Manager: Cedimir Jesic
 Project Number: 26766

Reimbursables Multiplier: 1.00

TOTAL REIMBURSABLES \$86,430

Task

004 PUBLIC INVOLVEMENT SUPPORT					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Exhibit Boards	4	Poster Boards for Open House (KAI)	\$100.00	lump sum	\$400
					\$400

006 GEOTECHNICAL / PAVEMENT SERVICES					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Utility Locate	1		\$400.00	Lump sum	\$400
Traffic Control	1		\$2,500.00	Lump sum	\$2,500
Drilling	1		\$2,200.00	Lump sum	\$2,200
Mileage	348		\$0.575	Mile	\$200
Falling Weight Deflectometer	1		\$2,000.00	Lump sum	\$2,000
General Field Equipment	1		\$300.00	Lump sum	\$300
Lab Testing	1		\$902.00	Lump sum	\$902
					\$8,502

0013 30% Design Package					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Mileage	60	Site Visit: One 20-mile trip for three staff members (KAI)	\$0.575	mile	\$35
					\$0
					\$0
					\$0
					\$0
					\$35

0014 RIGHT OF WAY (ROW)					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Appraisals	8		\$4,250.00	each	\$34,000
Value Finding Appraisals	9		\$2,750.00	each	\$24,750
Appraisal Review	8		\$1,250.000	each	\$10,000
Mileage	2650		\$0.56	mile	\$1,484
Miscellaneous	1	Printing, Delivery, etc..	\$425.00	lump sum	\$425
Preliminary Title Reports	17		\$400.00	each	\$6,800
					\$0
Contingency Items (not included in Subtotal)					
Appraisal	9		\$1,500.00	each	\$13,500
Appraisal Review	9		\$1,250.00	each	\$11,250
					\$0
					\$0
					\$0
					\$0
					\$0

\$77,459

0015 PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E")

Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Mileage	60	Site Visit: One 20-mile trip for three staff members (KAI)	\$0.575	mile	\$35
					\$35