



DAN JOHNSON
DIRECTOR

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

October 24, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the Development Agency Board
Clackamas County

Approval of an Intergovernmental Agreement with the City of Milwaukie relating to the SE Stanley Avenue Improvements. Total Agreement Value is \$6,986,000. Funding is through partial reimbursement from the City of Milwaukie and \$3,959,000 of budgeted Development Agency funds. No County General Funds are involved.

Previous Board Action/Review	10-22-24: Request for Consent 06-20-24: Approval of Development Agency budget including funding for SE Stanley Avenue Improvement project.		
Performance Clackamas	This project will build and provide strong infrastructure. This item aligns with “Ensure safe, healthy and secure communities” by adding bicycle and pedestrian facilities, repairing the road base and upgrading stormwater and sanitary sewer systems.		
Counsel Review	HH – 09/11/24	Procurement Review	No
Contact Person	Ken Itel	Contact Phone	503-742-4324

EXECUTIVE SUMMARY: The Development Agency (Agency) has been working with City of Milwaukie (City) staff to formulate plans for the SE Stanley Avenue Improvement project. Approximately 57.75 percent of SE Stanley is located within the boundary of the Agency’s North Clackamas Revitalization Area (NCRA) urban renewal district and the entirety of the street is within Milwaukie’s city limits. The project will redesign the SE Stanley corridor from SE King Road to SE Johnson Creek Blvd. The partnership is necessary as the Agency is not allowed to spend urban renewal funds outside the NCRA boundary, and the project is impractical if improvements do not extend the full length of the corridor. The project is anticipated to complete missing sidewalk sections and bike lane connections by installing a multi-use path separated from traffic, improving safety and connectivity for pedestrians, cyclists, and motorists. The Stanley project also includes curb ramp upgrades, landscaping strips, roadway and utility improvements, and updates to existing stormwater facilities to improve stormwater management.

SE Stanley Avenue is an important active transportation connection linking SE Johnson Creek Blvd. and the Springwater Corridor to SE King Road and SE Monroe Street, both of which are major east-west connections between downtown Milwaukie and the Clackamas Town Center area. Street improvements are listed as a priority

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in the NCRA Plan and improvements to SE Stanley were identified by the Agency as a priority based on the NCRA Design Plan and County infrastructure improvement goals. Milwaukie's Transportation System Plan identifies SE Stanley Avenue as a high priority project for a neighborhood greenway, and the County's Transportation System Plan identifies Stanley Avenue as part of the Essential Pedestrian Network and Planned Bikeway Network. Improvements to Stanley are also recommended as part of a Safe Routes to School planning process conducted by area residents for Lewelling Elementary.

Under the terms of the IGA, the Agency will issue a request for proposals (RFP) and manage the design development and right-of-way acquisition process for SE Stanley. Milwaukie will solicit bids and manage construction, as most of Stanley is subject to city roadway and utility standards. The IGA commits Milwaukie to reimburse the Agency for the City's share of costs associated with design and engineering services, while the Agency is committed to reimburse Milwaukie for its share of construction costs. After accounting for specific construction costs that are the sole responsibility of the Agency or Milwaukie, the cost responsibility of each party is determined by taking the proportionate share from the total project cost estimate, which in the case of the Agency is 57.75 percent, based on the portion of the project within the NCRA. Construction costs unique to each party in the IGA include a pedestrian bridge over Johnson Creek, which is entirely within the NCRA, and a rapid flash crosswalk beacon at SE Logus and water system improvements that are the responsibility of Milwaukie. Staff has also estimated ROW acquisition costs are likely to be greater in the NCRA portion of the project, in part due to the pedestrian bridge.

As the project cost is a preliminary estimate, total costs for purposes of the IGA have been rounded up slightly. If more refined cost estimates developed during the design process indicate costs will exceed the initial estimate in the IGA, the parties will amend the IGA as appropriate. As currently estimated, the Agency would be responsible for \$899,000 for design services and \$3,060,000 for construction. Milwaukie would be responsible for \$599,000 for design services and \$2,428,000 for construction. No party is obligated to pay more than the respective amounts indicated in the IGA, unless agreed to in a written amendment. Combining the efforts of the Agency and the City for the Stanley project will improve coordination and increase efficiencies and should result in costs savings through economies of scale and avoiding more complex coordination that would occur with separate projects. Combining efforts should also reduce the overall construction timeline and corresponding disruptions to the neighborhood.

RECOMMENDATION: Staff recommends the Board approve the Intergovernmental Agreement with the City of Milwaukie relating to the SE Stanley Avenue Improvement Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

Attachments:
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF MILWAUKIE
RELATING TO THE SE STANLEY AVENUE IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between CLACKAMAS COUNTY DEVELOPMENT AGENCY, a corporate body politic in the State of Oregon and, hereinafter referred to as "the Agency," and the City of Milwaukie, a municipality in the State of Oregon, hereinafter referred to as "the City," both herein referred to individually or collectively as "Party" or "Parties," respectively.

RECITALS

A. This Agreement is entered into pursuant to ORS 190.010 to 190.030, which confers authority on units of local government, and their officers or agencies, to enter into agreements for the performance of any or all functions and activities which such units have authority to perform.

B. Organized under ORS Chapter 457, the Agency is the urban renewal authority of Clackamas County and administers the North Clackamas Urban Revitalization Area ("NCRA") under a plan adopted by the Board of County Commissioners in May 2006, as amended in July 2008. Resolution No. 2008-107.

C. The City provides public utilities and other municipal services within its jurisdictional boundary.

D. SE Stanley Avenue is an important active transportation connection linking SE Johnson Creek Blvd. and the Springwater Corridor to SE King Road and SE Monroe Street, both of which are major east-west connections between the downtown area of the City and the Clackamas Town Center area.

E. The City's Transportation System Plan identifies SE Stanley Avenue as a high priority project for a neighborhood greenway, and the County's Transportation System Plan identifies Stanley Avenue as part of the Essential Pedestrian Network and Planned Bikeway Network.

F. SE Stanley Avenue is wholly within the City's boundary, but only a majority of it is located within the NCRA boundary.

G. The Agency and the City are planning certain improvements to SE Stanley Avenue through the SE Stanley Avenue Improvement Project (the "Project"), which will redesign the SE Stanley Avenue corridor from SE King Road to SE Johnson Creek Boulevard, as shown on Exhibit A, and include the following components: (1) complete missing sidewalk sections and bicycle

lane connections (2) install sidewalks and bicycle lanes, or a multi-use path on either side of the street, to improve safety and connectivity for pedestrians, cyclists, and motorists; (3) install curb ramp upgrades, landscaping strips, roadway and utility improvements; and (4) update existing stormwater facilities to improve stormwater management.

H. The Agency and the City desire to fund portions of the Project commensurate with their respective jurisdictional boundary over SE Stanley Avenue, for the Agency to manage the engineering and design development portion of the Project, and for the City to manage the construction of the Project.

I. The Agency and the City acknowledge that the Project cost contribution by each Party is an estimate that is based on the following currently known proportion of SE Stanley Avenue being within and outside of the NCRA boundary: approximately 2,050 linear feet of SE Stanley is within the NCRA boundary (e.g., approximately 57.75%) and 1,500 linear feet is outside the NCRA boundary (e.g., approximately 42.25%). The Parties desire a final apportionment of Project cost contribution based on a more definitive measurement to be obtained during the design and construction of the Project.

J. The Agency and the City have determined that it is in the public interest to cooperate in the planning and execution of the Project and are willing to be a party to a cooperative working relationship.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed by the parties as follows:

1. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 7 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement, or by June 30, 2027, whichever is sooner.

2. PROJECT COST CONTRIBUTION AND OBLIGATIONS.

2.1. Except as provided otherwise in this Agreement, each Party's obligation to pay for the cost of the Project is proportionate to the relative extent of SE Stanley Avenue being within and outside of the NCRA boundary. As calculated on Exhibit D of this Agreement, the Agency agrees to pay an amount proportionate to the extent of SE Stanley Avenue being within the NCRA, and the City agrees to contribute an amount proportionate to the extent of SE Stanley Avenue being outside of the NCRA.

2.2. The Agency's Project Cost Share. Based on currently available information, approximately 2,050 linear feet of SE Stanley Ave are within the NCRA, and the Agency agrees to contribute approximately 57.75% of Project costs as follows:

- A. Approximately \$899,000 for design that includes \$265,000 for right-of-way acquisition; and
- B. Approximately \$3,060,000 for construction that includes \$500,000 for a pedestrian bridge at Johnson Creek.

2.3. The City's Project Cost Share. Based on currently available information, approximately 1,500 linear feet of SE Stanley Ave are outside the NCRA, and the City agrees to contribute approximately 42.25% of Project costs, as follows:

- A. Approximately \$599,000 for design that includes \$135,000 for right-of-way acquisition; and
- B. Approximately \$2,428,000 for Construction that includes \$466,000 for water system upgrades and \$90,000 for a pedestrian flasher at SE Logus Road.

2.4. Re-apportionment of Project Cost Contribution. Unless agreed in a written amendment to this Agreement, no Party is obligated to pay more than their respective amounts shown on Exhibit D. The calculations of Section 2 and Exhibit D of this Agreement may change, subject to a more definitive measurement of SE Stanley Avenue to be taken during the project design or construction phases. Any changes or re-apportionment of the Project cost contribution may be amended in writing signed by both Parties. Invoicing and payment of each Party's Project cost must be in accordance with Sections 4 and 5 of this Agreement, respectively.

3. APPLICABLE CITY'S PUBLIC WORKS STANDARDS. As the Project is within City limits, the Parties agree that the City's Public Works standards will apply to the design and construction of the Project, except as may be modified by current intergovernmental agreements. In the event of conflicting standards or the need to modify standards, the City and the Agency will collaborate to determine the appropriate standards.

4. CITY'S OBLIGATIONS.

4.1. Scope of Work. The City agrees to the scope of work set out in Exhibit B. The City will coordinate with the Agency in the design and construction of the Project, including the procurement and contracting. The City will review the plans produced by the Agency's consultant in connection with the Project and the procurement materials, and will confirm the plans are satisfactory in all respects to meet the City's needs for the Project and for the purposes of procuring Construction services in connection therewith.

4.2. Project Management and Coordination. In addition to the following, the City will manage Project Construction and administer the associated Construction contracts.

- A. The City will provide necessary assistance to the Agency in order to complete the Project. The City's liaison, identified below in Section 9 of this Agreement, shall coordinate review of design and construction requirements, and assist the Agency when necessary to provide responses to requests for information from consultants, bidders and contractors.
- B. The City will provide engineering review, comments, information or approval as required to the Agency or Agency's consultants or contractors for purposes of fulfilling the purpose of this Agreement. When requested, City will provide timely feedback regarding design, request for proposal (RFP) and construction bid advertisements, permitting and construction issues. Timely feedback is defined as any reasonable deadline specified by the Agency in carrying out the above-mentioned tasks. In the event additional time is required by the City for review, comments, information or approval as required to the Agency or Agency's consultants or contractors, the City shall notify the Agency, in writing and prior to the reasonable deadline, specifying the new requested deadline. Agency shall acknowledge acceptance, rejection or modification, in writing, of the City's new requested deadline.
- C. The City will respond in a timely manner to the Agency's requests to execute applications or documents and to provide information or approval to the Agency or consultants/contractors for purposes of fulfilling the purpose of this Agreement.

4.3. Project Construction Contract. The City will advertise for a construction contractor via a public procurement process and will contract with the winning contractor to construct the Project. The City will follow City's procurement procedures for the construction procurement process.

4.4. Project Inspections and Testing. The City is responsible for costs associated with design review, field inspection and material testing related to work performed on City utilities and appurtenances within the Project area and any other design review, field inspections and material testing related to work with the City limits.

4.5. Payment Obligation for Design Costs. The City agrees to reimburse the Agency for design costs for which City is responsible, within 45 days of the receipt of the Agency's invoice to the City.

4.6. Invoice Obligations for Construction. The City will invoice the Agency within 45 days following the approval of payment of an invoice received from a consultant or contractor for which work is performed on the Agency's behalf related to the construction of the Project.

4.7. Amendments to this Agreement. The City agrees amendments to this Agreement may become necessary during the Project design. The City may not unreasonably withhold its consent to amend this Agreement.

4.8. Bidding Exceeding 30% of Construction Cost Estimate. For purposes of this Agreement, the City agrees that bids that exceed the estimated construction cost, as shown on Exhibit D, by 30% is deemed to be unacceptable, and no Party can accept and proceed to contracting on those bids, unless both Parties agree to in writing to proceed.

5. AGENCY'S OBLIGATIONS.

5.1. Scope of Work. The Agency agrees to the scope of work set out in Exhibit C. The Agency will coordinate with the City in the design and construction of the Project, including the procurement and contracting. The Agency will review any plans produced by the City's consultant/contractor in connection with the Project and the procurement materials and will confirm the plans are satisfactory in all respects to meet the Agency's needs for the Project and for the purposes of procuring design services in connection therewith.

5.2. Project Management and Coordination. In addition to the following, the Agency will manage the Project, and administer the associated design contracts.

- A. The Agency will provide necessary assistance to the City in order to complete the Project. The Agency's liaison, identified below in Section 9 of this Agreement, shall coordinate review of design and construction requirements, and assist the City when necessary to provide responses to requests for information from consultants, bidders and contractors.
- B. The Agency will provide engineering review, comments, information or approval as required to the City or City's consultants or contractors in a timely manner for purposes of fulfilling the purpose of this Agreement. When requested, the Agency will provide timely feedback regarding design, RFP and construction bid advertisements, permitting and construction issues. Timely feedback is defined as any reasonable deadline specified by the City in carrying out the above-mentioned tasks. In the event additional time is required by the Agency for review, comments, information or approval as required to the City or City's consultants or contractors, the Agency shall notify the City, in writing and prior to the reasonable deadline, specifying the new requested deadline. City shall acknowledge acceptance, rejection or modification, in writing, of the Agency's new requested deadline.
- C. The Agency will respond in a timely manner to the City's requests to execute applications or documents and to provide information or approval to the City or consultants/contractors for purposes of fulfilling the purpose of this Agreement.

5.3.Project Design Development and Engineering Contract. The Agency will issue RFPs for design services and contract with an engineering consultant to design the Project. The Agency will follow County procurement procedures for the RFP process.

A. The Parties agree to have an RFP evaluation review panel to review design proposals that includes up to three engineering, planning or public works employees to be designated by the City, and up to three Agency, planning or the Department of Transportation and Development engineering employees to be designated by the Agency.

5.4.Project Inspections and Testing. The Agency is responsible for costs associated with design review, field inspection and material testing related to work performed on County infrastructure, utilities and appurtenances within the Project area inside the NCRA.

5.5.Payment Obligations of the Agency. The Agency agrees to reimburse the City for construction costs for which the Agency is responsible, within 45 days of the receipt of the City's invoice to the Agency.

5.6.Invoice Obligations. The Agency will invoice the City within 15 days following the approval of payment of an invoice received from a consultant or contractor for which work is performed on the City's behalf related to the design of the Project.

5.7.Amendments to this Agreement. The Agency agrees amendments to this Agreement may become necessary during the Project design. The Agency may not unreasonably withhold its consent to amend this Agreement.

5.8.Bidding Exceeding 30% of Construction Cost Estimate. For purposes of this Agreement, the Agency agrees that bids exceeding the construction estimate in Exhibit D by 30% for the work associated with the Project would be deemed to be unacceptable, and no Party can accept and proceed to contracting on those bids, unless both Parties agree in writing to proceed.

6. ATTACHMENTS. The Parties understand and agree that Exhibit A, Exhibit B, Exhibit C and Exhibit D are attached and incorporated into this Agreement as if fully set forth herein.

7. TERMINATION.

7.1.The City and the Agency, by mutual written agreement, may terminate this Agreement at any time.

7.2.Either the City or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate and allow for an opportunity to cure as follows:

- A. If the breaching Party has not entirely cured the breach within thirty (30) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
- B. If the default is of such a nature that it cannot be completely cured within such thirty (30) day period, this provision shall be complied with if the breaching Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

7.3. The City or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

7.4. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project.

7.5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. A Party owing any Project costs on the date of termination must make payment by no later than fifteen (15) days of said date.

8. INDEMNIFICATION

8.1. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which the Agency has a right to control.

8.2. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. PARTY LIASON INFORMATION.

IGA Between Clackamas County and City of Milwaukie re SE Stanley Ave Improvement Project	Page 7 of 18
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9.1. Jennifer Garbely or their designee will act as liaison for the City for the Project.

Contact Information:

Jennifer Garbely
City of Milwaukie
10501 SE Main Street
Milwaukie, OR 97222
O: (503) 786-7534
GarbelyJ@milwaukieoregon.gov

Invoices shall be sent to the City at the following address:

City of Milwaukie
Attn: Accounts Payable
10501 SE Main Street
Milwaukie, OR 97222
ap@milwaukieoregon.gov

9.2. Ken Itel or his designee will act as liaison for the Agency for the Project.

Contact Information:

Ken Itel
Clackamas County Development Agency
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4324
kennethite@clackamas.us

9.3. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

10. GENERAL PROVISIONS.

- 10.1. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 10.2. Compliance with Applicable Law. The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- 10.3. Non-Exclusive Rights and Remedies. Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement

shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- 10.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- 10.5. Access to Records. The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- 10.6. Debt Limitation. This Agreement 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.
- 10.7. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- 10.8. No Third-Party Beneficiaries. The Agency and the City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any consultant or contractor) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 10.9. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of

the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

<p>CLACKAMAS COUNTY DEVELOPMENT AGENCY</p> <p>_____</p> <p>Chair, Tootie Smith</p> <p>_____</p> <p>Date</p>	<p>CITY OF MILWAUKIE</p> <p>_____</p> <p>Emma Sagor, City Manager</p> <p>_____</p> <p>Date</p>
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EXHIBIT A

AREA OF SE STANLEY AVENUE IMPROVEMENT PROJECT

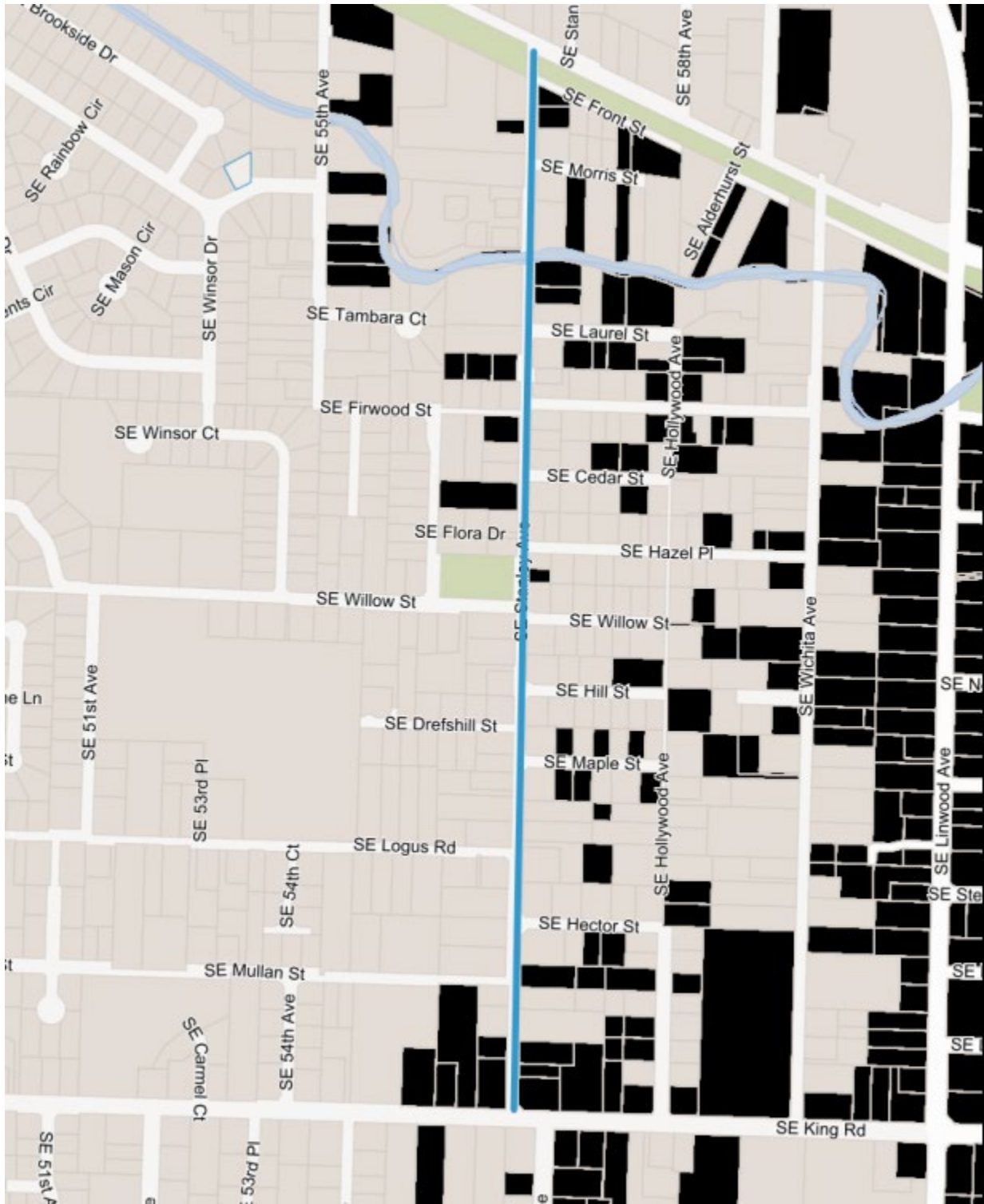


EXHIBIT B

SCOPE OF WORK TASKS TO BE PERFORMED BY THE CITY

The City agrees to perform the following specific tasks in advance and complete the SE Stanley Avenue through the SE Stanley Avenue Improvement Project:

1. Review and provide comments on the scope of work the Agency develops for a RFP for design for the Project;
2. Provide up to three reviewers to assist the Agency in evaluating proposals received for the design RFP;
3. Provide engineering review, comments, information or approval, as required to the Agency or to the Agency's consultants, for purposes of fulfilling the purpose of this Agreement;
4. As needed, participate in team meetings with the Agency and Agency's consultant during the process of design development for the Project;
5. Assist the Agency and Agency's consultant during the right-of-way ("ROW") acquisition process;
6. Collaborate in the development of and participate in up to three public open houses during design development. Open houses may be in-person, virtual or a combination thereof;
7. Assist with public outreach efforts and in providing responses to questions from the general public;
8. Provide engineering review and comments of design plans at the 30%, 60%, 90% and 100% levels;
9. Review bid set (100%) plans produced by Agency's consultant and the procurement materials and special provisions, and assist in developing bid items and quantities;
10. Advertise the Project and conduct a public procurement process for construction of the Project;
11. Coordinate with Agency when necessary to provide responses to Requests for Information (RFI) from prospective contractors and the awarded contractor;
12. Enter into a contract with the qualified low bidder or proposer for construction of the Project;
13. Provide lead construction management services for the Project and coordinate with Agency, consultant and Agency staff;
14. Facilitate the Project pre-construction meeting;
15. Schedule and lead weekly construction team meetings in conjunction with City's contractor and Agency consultant; and
16. Coordinate with Agency and Agency's consultant in responding to RFIs and change order requests during construction.

EXHIBIT C

SCOPE OF WORK TASKS TO BE PERFORMED BY THE AGENCY

The Agency agrees to perform the following specific tasks in advance and complete the SE Stanley Avenue through the SE Stanley Avenue Improvement Project:

1. Develop the scope of work for a RFP for design development of the Project and advertise for proposals from qualified engineering consultants;
2. Evaluate proposals received for the design development RFP and select the highest-ranked engineering consultant for the Project;
3. Contract with consultant(s) for design and construction management services for the Project;
4. Facilitate and coordinate design work, permitting and land use entitlements with City and the design consultant;
5. Coordinate with City in the design, bidding and construction of the Project;
6. Provide engineering review, comments, information or approval, as required to the Agency consultants and construction contractors, for purposes of fulfilling the purpose of this Agreement;
7. Coordinate team meetings with City and Agency's consultant during the process of design development for the Project;
8. Coordinate with the City and Agency's consultant during the ROW acquisition process;
9. Plan and coordinate up to three public open houses during design development. Open houses may be in-person, virtual or a combination thereof;
10. Provide, and coordinate with City for, engineering review and comments of design plans at the 30%, 60%, 90% and 100% levels.
11. Coordinate review of bid set (100%) plans produced by Agency's consultant and the procurement materials and special provisions, and assist in developing bid items and quantities;
12. When necessary, assist the City in providing responses to RFIs from prospective contractors and the awarded contractor;
13. Participate in the Project pre-construction meeting;
14. Participate in weekly construction team meetings;
15. Assist City and Agency's consultant in responding to RFIs and change order requests; and
16. Assist City with public outreach efforts and in providing responses to questions from the general public.

EXHIBIT D

ESTIMATED DESIGN DEVELOPMENT AND CONSTRUCTION COSTS

SE Stanley Avenue Improvements					COST
MOBILIZATION AND TRAFFIC CONTROL					
MOBILIZATION		LS	All	10.00%	\$330,907
TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC		LS	All	8.00%	\$245,116
EROSION AND SEDIMENT CONTROL					
EROSION CONTROL		LS	All	5.00%	\$142,509
POLLUTION CONTROL PLAN		LS			
ROADWORK					
CONSTRUCTION SURVEY WORK		LS	All	2.50%	\$71,255
REMOVAL OF PIPES		FOOT	0	\$53	\$0
REMOVAL OF CURBS		FOOT	1771	\$17.76	\$31,453
REMOVAL OF WALKS AND DRIVEWAYS		SQYD	1125	\$28.02	\$31,517
REMOVAL OF SURFACING		SQYD		\$62.13	\$0
CLEARING AND GRUBBING		ACRE	0.0	\$28,552	\$0
DITCH EXCAVATION		CUYD		\$110.50	\$0
GENERAL EXCAVATION		CUYD	5333	\$68.15	\$363,467
EMBANKMENT IN PLACE		CUYD	0	\$32.35	\$0
SUBGRADE GEOTEXTILE		SQYD	0	\$1.75	\$0
DRAINAGE CURBS		FOOT		\$23.63	\$0
ADJUSTING BOXES		EACH	0	\$351	\$0
ADJUSTING INLETS		EACH	0	\$1,081	\$0
MINOR ADJUSTMENT OF MANHOLES		EACH	0	\$914	\$0
MAJOR ADJUSTMENT OF MANHOLES		EACH	0	\$2,310	\$0
TRENCH RESURFACING		SQYD	0	\$55	\$0
STORM SEWERS					
10 INCH STORM SEWER PIPE, 5 FT DEPTH		FOOT	0	\$266	\$0
12 INCH STORM SEWER PIPE, 5 FT DEPTH		FOOT	0	\$147	\$0
15 INCH STORM SEWER PIPE, 5 FT DEPTH		FOOT	0	\$134	\$0
18 INCH STORM SEWER PIPE, 5 FT DEPTH		FOOT	0	\$168	\$0
12 INCH STORM SEWER PIPE, 10 FT DEPTH		FOOT	283	\$140	\$39,600
18 INCH STORM SEWER PIPE, 10 FT DEPTH		FOOT	88	\$181	\$15,893
24 INCH STORM SEWER PIPE, 10 FT DEPTH		FOOT	0	\$235	\$0
30 INCH STORM SEWER PIPE, 10 FT DEPTH		FOOT	0	\$480	\$0
36 INCH STORM SEWER PIPE, 10 FT DEPTH		FOOT	0	\$376	\$0
48 INCH STORM SEWER PIPE, 10 FT DEPTH		FOOT	0	\$1,272	\$0

SLOPED END SECTIONS, 18 INCH		FOOT	1	\$1,586	\$1,586
CONCRETE STORM SEWER MANHOLES		EACH	3	\$5,981	\$17,942
CONCRETE INLETS, TYPE CG-2		EACH	0	\$3,162	\$0
CONCRETE INLETS, TYPE CG-3		EACH	0	\$3,305	\$0
CONCRETE INLETS, TYPE G-1		EACH	0	\$4,858	\$0
CONCRETE INLETS, TYPE G-2		EACH	1	\$3,500	\$3,500
CONCRETE INLETS, TYPE G-2MA		EACH	0	\$5,844	\$0
CONNECTION TO EXISTING STRUCTURES		EACH	2	\$2,779	\$5,559
FILLING ABANDONED STRUCTURES		EACH	0	\$1,745	\$0

SANITARY SEWERS

PIPE BURSTING, _____ INCH		FOOT	0	\$140	\$0
SLIP LINING, _____ INCH		FOOT	0		\$0
SERVICE LINE RECONNECTION		EACH	0	\$250	\$0
6 INCH SANITARY SEWER PIPE, 5 FT DEPTH		FOOT	0	\$78	\$0
6 INCH SANITARY SEWER PIPE, 10 FT DEPTH		FOOT	0	\$218	\$0
8 INCH SANITARY SEWER PIPE, 5 FT DEPTH		FOOT	0	\$87	\$0
8 INCH SANITARY SEWER PIPE, 10 FT DEPTH		FOOT	0	\$217	\$0
8 INCH SANITARY SEWER PIPE, 20 FT DEPTH		FOOT	0	\$189	\$0
10 INCH SANITARY SEWER PIPE, 5 FT DEPTH		FOOT	0	\$97	\$0
10 INCH SANITARY SEWER PIPE, 10 FT DEPTH		FOOT	0	\$132	\$0
10 INCH SANITARY SEWER PIPE, 20 FT DEPTH		FOOT	0	\$0	\$0
10 INCH SANITARY SEWER PIPE, OVER 20 FT DEPTH		FOOT	0	\$0	\$0
12 INCH SANITARY SEWER PIPE, 5 FT DEPTH		FOOT	0	\$171	\$0
12 INCH SANITARY SEWER PIPE, 10 FT DEPTH		FOOT	0	\$226	\$0
12 INCH SANITARY SEWER PIPE, 20 FT DEPTH		FOOT	0	\$288	\$0
12 INCH SANITARY SEWER PIPE, OVER 20 FT DEPTH		FOOT	0	\$0	\$0
CONCRETE SANITARY SEWER MANHOLES		EACH	0	\$9,681	\$0
FILLING ABANDONED STRUCTURES		EACH	0	\$2,864	\$0
EXTRA FOR MANHOLES OVER EXISTING SEWERS		EACH	0	\$3,146	\$0

BRIDGES AND WALLS

PEDESTRIAN BRIDGE (AGENCY COST)		each	1	\$500,000	\$500,000
RETAINING WALLS (Wall #)					
RETAINING WALL, PREFABRICATED MODULAR GRAVITY		SQFT	0	\$149	\$0
RETAINING WALL, CAST-IN-PLACE CONCRETE RIGID GRAVITY		SQFT		\$211	\$0
RETAINING WALL, CAST-IN-PLACE CONCRETE SEMI-GRAVITY CANTILEVER		SQFT		\$202	\$0

BASES					
COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCHES DEEP		SQYD		\$10.89	\$0
COLD PLANE PAVEMENT REMOVAL, 0 - 4 INCHES DEEP		SQYD		\$2.44	\$0
COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP		SQYD		\$9.00	\$0
COLD PLANE PAVEMENT REMOVAL, 3 INCHES DEEP		SQYD	10671	\$9.00	\$96,035
COLD PLANE PAVEMENT REMOVAL, 4 INCHES DEEP		SQYD		\$5.34	\$0
AGGREGATE SHOULDERS		TON	0	\$114.33	\$0
AGGREGATE BASE		CUYD	500	\$58.18	\$29,088
TREATED SUBGRADE, 9 INCHES THICK		SQYD		\$12.54	\$0
TREATED SUBGRADE, 12 INCHES THICK		SQYD		\$4.67	\$0
TREATED SUBGRADE, 15 INCHES THICK		SQYD		\$21.51	\$0
TREATED SUBGRADE, 24 INCHES THICK		SQYD		\$34.42	\$0
PORTLAND CEMENT		TON		\$235.82	\$0
ASPHALT CEMENT CURING SEAL		TON		\$250.00	\$0
SUBGRADE GEOTEXTILE		SQYD		\$1.47	
WEARING SURFACES					
LEVEL 2, 1/2 INCH ACP MIXTURE		TON	2110.5	\$131.00	\$276,476
LEVEL 2, 1/2 INCH ACP MIXTURE IN LEVELING		TON		\$148.00	\$0
LEVEL 3, 1/2 INCH ACP MIXTURE		TON		\$101.00	\$0
LEVEL 3, 1/2 INCH ACP MIXTURE IN LEVELING		TON		\$139.50	\$0
EXTRA FOR ASPHALT APPROACHES		EACH	30	\$895.00	\$26,850
ASPHALT APPROACHES		EACH		\$798.21	\$0
EXTRA FOR PEDESTRIAN LANDINGS		EACH		\$1,733.29	\$0
EXTRA FOR ASPHALT WALKS		SQFT		\$4.30	\$0
CONCRETE CURBS, CURB AND GUTTER		FOOT	6000	\$43.00	\$258,000
CONCRETE CURBS, CURB AND GUTTER, MODIFIED		FOOT	0	\$117.50	\$0
CONCRETE CURBS, LOW PROFILE MOUNTABLE CURB		FOOT	0	\$134.17	\$0
CONCRETE CURBS, STANDARD CURB		FOOT	1553	\$48.00	\$74,544
CONCRETE ISLANDS		SQFT		\$61.00	\$0
CONCRETE DRIVEWAYS		SQFT	4424	\$17.00	\$75,208
CONCRETE WALKS		SQFT	8915	\$12.00	\$106,980
RETROFIT CONCRETE SIDEWALK RAMPS		EACH	12	\$4,275.00	\$51,300
EXTRA FOR NEW SIDEWALK RAMPS		EACH	13	\$1,358.00	\$17,654
TRUNCATED DOMES ON NEW SURFACES		EACH	25	\$406.40	\$10,160
PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES					
CONCRETE BARRIER		FOOT	0	\$141.06	\$0
DELINEATORS, TYPE 1 (Steel) (Along roadway w/ reflector one side) See TM570		EACH		\$60.26	\$0

DELINEATORS, TYPE 2 (Flexible) (Along roadway w/ reflector one side) See TM570		EACH		\$142.00	\$0
DELINEATORS, TYPE 3 (Flexible) (TM575 Gen. Nt. 1. In Radii w/ reflector both sides)		EACH		\$156.00	\$0
DELINEATORS, TYPE 5		EACH		\$14.08	\$0
MONO-DIRECTIONAL WHITE TYPE 1 MARKERS		EACH		\$5.00	\$0
BI-DIRECTIONAL YELLOW TYPE 1 MARKERS		EACH		\$14.00	\$0
LONGITUDINAL PAVEMENT MARKINGS - PAINT		FOOT	6564	\$2.00	\$13,128
THERMOPLASTIC, EXTRUDED, SURFACE, PROFILED		FOOT		\$2.26	\$0
THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED		FOOT	3000	\$1.10	\$3,300
THERMOPLASTIC, WET WEATHER, SURFACE, NON-PROFILED		FOOT		\$1.25	\$0
PAVEMENT LEGEND, TYPE B: ARROWS		EACH		\$227.00	\$0
PAVEMENT LEGEND, TYPE B: RAILROAD CROSSING		EACH		\$1,183.00	\$0
PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL		EACH		\$289.00	\$0
PAVEMENT BAR, TYPE B-HS		SQFT	1512	\$9.00	\$13,608
PAVEMENT BAR: TYPE AB		SQFT	0	\$19.00	\$0
REMOVE AND REINSTALL EXISTING SIGNS		LS	All	1.00%	\$27,444.23

TRAFFIC SIGNALS AND ILLUMINATION SYSTEMS

TRAFFIC SIGNAL INSTALLATION, _____		EACH	0	\$388,903	\$0
DETECTOR INSTALLATION, _____		EACH		\$29,160	\$0
AUTOMATIC TRAFFIC RECORDER INSTALLATION, _____		EACH	0	\$28,000	\$0
INTERCONNECT SYSTEM		LS			\$0
FLASHING BEACON INSTALLATION- SW Logus, City Cost		EACH	1	\$90,000	\$90,000

RIGHT-OF-WAY DEVELOPMENT AND CONTROL

WATER QUALITY STRUCTURE, _____		LS	All	2.85%	\$78,319
PERMANENT SEEDING, MIX NO. 1		ACRE	0.80	\$8,500	\$6,800
CONIFER TREES, 6 FT HEIGHT		EACH	6	\$515	\$3,090
DECIDUOUS TREES, 1.5 to 2 INCH CALIPER		EACH	80	\$824	\$65,920
SHRUBS, #1 CONTAINER		EACH	200	\$25	\$5,000
GROUNDCOVERS, #1 CONTAINER		EACH	1200	\$12	\$14,400
_____ CHAIN LINK FENCE		FOOT	0	\$190	\$0
SINGLE MAILBOX SUPPORTS		EACH	35	\$583	\$20,405
MULTIPLE MAILBOX SUPPORTS		EACH	10	\$1,025	\$10,250
MAILBOX CONCRETE COLLARS		EACH		\$232	\$0
ENVIRONMENTAL MITIGATION SITES		ACRE		\$60,000	\$0

WATER QUALITY FACILITIES (Filteras, Vaults, Etc....)		ACRE		\$100,000	\$0
		EACH	31		\$0

POTABLE WATER SYSTEMS (City Cost)

POTABLE WATER PIPE, FITTINGS AND COUPLINGS		FOOT	0	\$ 127.00	\$0
POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS		FOOT	3555	\$ 108.00	\$383,940
BLOWOFF ASSEMBLY, _____ INCH		EACH	0	\$ 2,395.00	\$0

___ INCH CONNECTION TO ___ INCH EXISTING MAIN	EACH	7	\$ 3,104.00	\$21,728
___ INCH ___ VALVE	EACH	0	\$ 1,251.00	\$0
HYDRANT ASSEMBLIES	EACH	2	\$ 6,359.00	\$12,718
RESETTING EXISTING HYDRANTS	EACH	0	\$ 4,390.78	\$0
MOVING EXISTING HYDRANTS	EACH	0	\$ 4,289.00	\$0
RECONNECTING EXISTING HYDRANTS	EACH	0	\$ 1,500.00	\$0
HYDRANT EXTENSIONS	EACH	0	\$ 3,606.00	\$0
___ INCH WATER SERVICE CONNECTION PIPING	FOOT	345	\$ 90.00	\$31,050
RECONNECTING EXISTING WATER SERVICES, 3/4 INCH	EACH	0	\$ 1,626.00	\$0
RECONNECTING EXISTING WATER SERVICES, 1 INCH	EACH	21	\$ 775.00	\$16,275
WATER SAMPLING STATIONS	EACH	0	\$ 3,636.00	\$0
___ INCH ___ WATER SERVICE LINE	FOOT	0	\$ 103.00	\$0
RELOCATE ___ INCH WATER METER ASSEMBLY	EACH	0	\$ 1,671.00	\$0
<i>Water System Total: \$465,711</i>				
BID ITEM SUBTOTAL				\$3,642,350
ANTICIPATED ITEMS				
PUBLIC ENGAGEMENT	LS		0.5%	\$18,212
POWER HOOKUP				\$0
OTHER				\$0
ANTICIPATED ITEM TOTALS				\$18,212
CONTINGENCIES (3.5% min at Final Plans)				
			30.00%	\$1,110,917
CONSTRUCTION ENGINEERING				
			15.00%	\$715,722
TOTAL CONSTRUCTION COSTS				
				\$5,487,200
PRELIMINARY ENGINEERING				
			20.00%	\$1,097,440
RIGHT OF WAY ESTIMATE (2/3 Agency, 1/3 City)	LS	100%	\$0.00	\$400,000
			TOTAL PROJECT COST	\$6,984,640