



**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 Wallis Engineering, PLLC, for the Mulino Paving Packages. Total contract value is \$179,289.80. Funding is through the HB2017 Funds. No General Funds are involved.**

<b>Purpose/Outcome</b>	The contract will provide project management and coordination for the Mulino Paving Package.
<b>Dollar Amount and Fiscal Impact</b>	\$179,289.80 until December 31, 2023
<b>Funding Source</b>	HB2017 Funds
<b>Duration</b>	Contract Execution through December 31, 2023
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	This contract will provide design, plans and specifications for projects that will provide strong infrastructure and ensure safer communities by maintaining the County's existing road infrastructure.
<b>Counsel Review</b>	Counsel Date: 10/20/22 Counsel Initials: AN
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Jon Sparks, Engineering Technician 503-650-3235
<b>Contract No.</b>	7136

**Background:**

The Project will provide project management and coordination, develop design criteria, survey and utility coordination, geotechnical, temporary traffic control plans, pavement marking plans, final PS&E (Plans, Specifications and Estimates) and Bid Assistance, monument preservation, and right-of-way services for the Mulino Paving package. The County has identified three roads in the Mulino area that include Sprague Road from Molalla Avenue to Macksburg Road, Macksburg Road from Sprague Road to Highway 213, and Mulino Road from Township Road to Blundell Road. This package will pave 3.9 miles of road and is part of an annual program to preserve the pavement of roads within the County's 1,400 miles road network.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on May 25, 2022. Bids were publicly opened on June 30, 2022. The County received two (2) responses: Century West Engineering; and Wallis Engineering. An evaluation committee of DTD personnel evaluated the proposal. The evaluation committee scored Wallis Engineering 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 sign this Personal Services contract with Wallis Engineering, PLLC, for the Mulino Paving Package.

Sincerely,

*Dan Johnson*

Dan Johnson  
Director of Transportation and Development

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #7136**

This Personal Services Contract (this “Contract”) is entered into between **Wallis Engineering, PLLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) 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, 2023**.
2. **Scope of Work.** Contractor shall provide the following personal services: Mulino Paving Packages Design Services (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Seventy-Nine Thousand Two Hundred Eighty-Nine Dollars Eighty Cents (\$179,289.80)**, 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.
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: [jsparks@clackamas.us](mailto:jsparks@clackamas.us)

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

**7. Contractor and County Contacts.**

Contractor Administrator: Wes Wegner Phone: 360-852-9160 Email: <a href="mailto:wes.wegner@walliseng.net">wes.wegner@walliseng.net</a>	County Administrator: Jon Sparks Phone: 503-964-4522 Email: <a href="mailto:JSparks@clackamas.us">JSparks@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## **ARTICLE II.**

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

reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

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

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

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this 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](mailto: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 County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by

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

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.  
  
Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.



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





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

## PROJECT BACKGROUND

Clackamas County Department of Transportation and Development (County) has identified three street segments to be included in the Mulino Paving Package anticipated for construction in the summer of 2023. This paving package is part of the County’s annual pavement preservation program, and includes the following roads:

## MULINO PAVING PACKAGE

<i>Road Name</i>	<i>From</i>	<i>To</i>	<i>Length</i>
S. Sprague Rd	Molalla Ave	Macksburg Rd	4,805 ft / 0.91 mi
S. Macksburg Rd	Sprague Rd	Hwy 213	7,181 ft / 1.36 mi
S. Mulino Rd	Township Rd	Blundell Rd	8,554 ft / 1.62 mi

## GENERAL SCOPE OF PROJECT

Wallis Engineering will provide project management and coordination, and lead a team to complete design and contract documents necessary to deliver the Mulino Paving Package. Work will include project management, surveying, geotechnical investigations and recommendations, civil engineering design, contract documents, bidding assistance, monument preservations, and right-of-way services. We will design roadway improvements based on the County’s available budget, as well as their design and maintenance preferences. Construction phase services are not included in the scope at this time.

## CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2023.

## PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

<b>Consultant</b>	<b>Responsibilities</b>
Wallis Engineering (Wallis)	Civil Engineering
GeoDesign Inc., DBA NV5 (GeoDesign)	Geotechnical Engineering
CESNW, Inc (CESNW)	Surveying

## **SPECIFIC SCOPE OF WORK**

### **TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION**

Provide management, coordination, and direction to the project design team to complete the project. This task will include preparation of a detailed project schedule showing all major tasks, meetings, and review milestones, updated as schedule changes occur throughout the project. Wallis will prepare monthly status reports and schedule updates to be included with consultant invoices. We will also coordinate, prepare for, and attend project team meetings, and prepare meeting agendas and meeting minutes. This task includes design-related meetings described in other tasks.

#### **Task 1 Assumptions:**

- Design phase is assumed to be September 2022 through February 2023, with Right-of-Way phase between November 2022 and January 2023
- Construction phase services are not included
- County staff will complete all necessary permitting, stakeholder coordination, and public involvement unless specifically noted otherwise
- All project meetings will be held at the County’s offices or consist of video conferencing, per County direction
- Contract assumes up to four (4) meetings at County offices

#### **Task 1 Deliverables:**

- Project schedule and monthly schedule updates
- Monthly progress reports and billings
- Design and coordination meeting agenda and minutes

### **TASK 2 PROJECT DESIGN CRITERIA**

#### **Task 2.1 Background Data Investigation and Review**

Wallis will gather field information and complete a comprehensive investigation of all background data relevant to preparation of contract documents for the paving packages. Our design team will walk and complete a windshield survey of the roadways in each of the three paving packages, and document potential issues affecting design. We will review the following documents:

- Past paving project plans and contract documents completed by Clackamas County
- Available roadway as-builts
- Available utility maps
- Historical drainage and maintenance concerns for roadways

## **Task 2.2      Develop Project Design Criteria**

We will meet with County staff to identify project design criteria for paving plans, temporary traffic control, pavement markings, signage, guardrail modifications or replacement and other project elements. These design criteria will be common to all road segments within the Paving Package. Based on this meeting, we will summarize project design criteria in a memorandum, to be submitted to the County for review and approval prior to moving forward with design.

### **Task 2 Assumptions:**

- No ADA compliancy review work necessary
- No stormwater quality or quantity improvements required

### **Task 2 Deliverables:**

- Project Design Criteria Meeting Agenda & Minutes
- Project Design Criteria Memorandum

## **TASK 3      SURVEYING AND MONUMENT PRESERVATION**

### **Task 3.1      Topographic Surveying**

CESNW will provide design survey mapping utilizing an Unmanned Aerial Vehicle (UAV) to provide an ortho-mosaic photo that will be enhanced with ground collected data via topographic surveying methods in treed areas. Horizontal and Vertical control will be established, and mapping will include preconstruction monumentation data and County GIS ROW with adjoining tax lines.

Mapping information to include:

- Edge of pavement or gutter lines along curbs
- Pavement striping
- Driveway entrance locations and approximate extent of driveway aprons (up to 25 feet from the roadway)
- All in pavement features including surface utility structures
- Above ground features including guardrails, mailboxes, etc.

### **Task 3.2      Construction Monument Survey**

CESNW will conduct Pre-Construction Monumentation work including checking county records and surveys for known monuments of record, and searching and tie-ing monuments in the field. CESNW will prepare a narrative summarizing the results of pre-construction monumentation efforts.

Ray Griffin at the Clackamas County Surveying office has confirmed that filing a PreConstruction Monumentation Survey is not required for this scope of work. In their opinion, it is sufficient to search, tie and document location of all monuments of record prior to construction. Following construction, all disturbed monuments of record must be recovered or replaced, and a Post Record of survey filed with the Clackamas County Surveyors office to comply with ORS 209.

CESNW will prepare a narrative summarizing the efforts required to recover monuments that are likely to be disturbed based on the scope of the improvements. The narrative will include a scope and estimate to

perform all work necessary to comply with ORS 209, including filing Post-Construction Records of Survey with the Clackamas County Surveyors office.

**Task 3 Assumptions:**

- No survey work for sidewalk or curb ramp improvements are required.
- All required notifications to individual property owners (as needed) will be completed by the County.
- All Public Land Corners will be located and replaced by Clackamas County Surveyor staff.

**Task 3 Deliverables:**

- Survey base map in AutoCAD 2020+ format utilizing survey data generated from both UAV data survey and ground topographic data with horizontal positioning based upon the ORGN/NAD(2011) (epoch 2010.00) Oregon North 3601 International feet. Elevations to be based on NAVD’88.
- Pre-Construction Monumentation locations in AutoCAD format.
- Written narrative discussing the results of the Pre-Construction Monumentation efforts along with a scope and fee estimate to perform all Post-Construction Monumentation recovery work necessary to comply with ORS 209 requirements.

**TASK 4 GEOTECHNICAL SERVICES**

GeoDesign will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, GeoDesign will determine appropriate pavement preservation methods for each street section. Their work will begin with a field investigation, including:

- A generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions
- Provide traffic control and traffic control plans when required
- Complete falling weight deflectometer (FWD) testing. FWD tests will be completed in each direction with approximate 200-foot spacing.
- Explore subsurface conditions in the proposed sections by completing pavement borings to depths of up to three feet below ground surface (BGS).
- Patch pavement borings with polymer modified asphalt patch.

Cores will be taken in the following locations:

<b>Road name</b>	<b>From</b>	<b>To</b>	<b>Length (ft)</b>	<b>No. Cores</b>
Sprague Rd	Molalla Ave	Macksburg Rd	4,805	6
Macksburg Rd	Sprague Rd	Hwy 213	7,181	10
Mulino Rd	Township Rd	Blundell Rd	8,554 ft	11

GeoDesign will maintain a detailed log of the explorations and provide a qualitative review and summary of pavement conditions for each street. After field testing, GeoDesign will complete laboratory analyses of samples and analyze testing results. They will:

- Perform geotechnical soil index tests for moisture content, sieve analysis, and Atterberg limits with each exploration.

- Conduct 48-hour classification counts through our subcontractor at two locations per road section for a total of six classification counts.
- Analyze traffic data available from the County and obtained through our subcontractor and calculate 20- and 15-year design equivalent single axle loading (ESAL).
- Analyze FWD data and back calculate effective pavement modulus.

Based on this work, GeoDesign will provide a summary of pavement capacity for each street compared to 20- and 15-year design life.

GeoDesign will provide a data report summarizing field investigation findings. This work will include conducting a site visit for each street (with County staff, if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and report are available for reference. Based on this work, GeoDesign will develop recommended pavement designs.

**Task 4 Assumptions:**

- Permitting documentation for pavement explorations will be prepared by GeoDesign. Fees for pavement investigation permitting will be paid and processed by Clackamas County.

**Task 4 Deliverables:**

- Pavement data report
- Pavement designs incorporated into project plans

**TASK 5 DESIGN AND BID PHASE SERVICES**

The design team will complete design for the Mulino Paving Package, culminating in contract documents and bid phase services.

**5.1 Base Mapping**

Wallis will prepare a base map showing ground features within the paving limits, utilizing County Aerial Photos and surveying data collected in other tasks. The base map will include edge of pavement, curb lines, driveway aprons and approximate location of utility structures within the pavement. The base map will also include collected monument information from pre-monumentation surveys, as appropriate.

**5.2 Utility Coordination**

Wallis will complete a thorough utility coordination effort, beginning with notification to utility providers within the project area of the proposed improvements and creation of a log of updated utility contacts. The effort will continue with coordination to determine if any infrastructure improvements are planned in these areas, or if proposed improvements are anticipated to impact any existing utilities. Maps of the project areas will be sent to each utility. The maps will be followed up with phone conversations and a letter or email to each utility. If a utility is planning improvements, Wallis Engineering will coordinate with the County regarding potential scheduling impacts. This work will also include up to one utility coordination meeting with the utility service providers.

**5.3 ODOT Coordination**

We will coordinate with ODOT for the Macksburg Road segment and its intersection with Highway 213 to ensure that proposed improvements and temporary traffic control measures meet their approval.



Traffic control plans for all work impacting ODOT facilities will be prepared and a permit application will be submitted for inclusion into the contract documents.

#### **5.4 Temporary Traffic Control**

Wallis will prepare temporary traffic control design and plans for each project segment including detour plans as necessary. Plans will provide detailed requirements or intent of how to provide temporary control of vehicular traffic during the work. Traffic control plans shall meet Clackamas County Roadway Standards, ODOT Standard Drawings, the Oregon Temporary Traffic Control Handbook and the MUTCD.

#### **5.5 Pavement Marking Plans**

Wallis will prepare pavement marking plans, including details, for all project segments. Traffic marking design is intended to match in-kind markings as much as possible in order to minimize traffic signing modification needs while ensuring that all markings meet the requirements of the Clackamas Roadway Standards, ODOT Traffic Line Manual, Striping Design Guidelines Manual, ODOT Standard Drawings and the MUTCD.

#### **5.6 60% Design**

Wallis will prepare plans to the 60% level, accompanied by an opinion of cost. Plans will include roadway improvement plans, typical sections, and notes. Following submittal of these documents to the County, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide further direction for the next submittal effort.

#### **5.7 90% Design**

Wallis will prepare a 90% set of plans, opinion of cost, and specifications, reflecting the comments and direction provided by County staff during the 60% work session. Specifications will be based on 2018 ODOT/APWA Standard Specifications for Construction, and will include the County’s boilerplate Division 1 special provisions. As part of this effort, we will also prepare special provisions to address project work not adequately covered in the Standard Specifications.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D 2020+, and using standard County title block as provided by the County. Plans will include roadway plans, typical sections, notes, staging plans, temporary traffic control plans, pavement markings, and details. Plan sheets will be limited to showing the area proposed for pavement rehabilitation, providing additional detail where warranted.

The following is the anticipated list of plan sheets for the Mulino paving package.

<b>Description</b>	<b>Sheets</b>	<b>Running Total</b>
Cover, Drawing Index	3	3
Legend, General Notes	3	6
Typical Sections	6	12
Traffic Control Notes and Plans	3	15
Plan Sheets	20	35
Details (All packages)	3	38

Following submittal of the 90% design package, Wallis will prepare and attend a work session with County staff. The goal of the work session will be to review and provide feedback for the final submittal.

### **5.8 100% Design**

Following the County's review of the 90% plans, the design team will prepare 100% plans, specifications, and an opinion of cost as a reproducible set incorporating review comments from the County.

### **5.9 Right of Entry Requests**

Wallis will obtain current vesting deeds for properties requiring a Right of Entry (ROE) due to anticipated construction work or temporary egress onto private property.

For each property requiring ROE, we will prepare ROE requests. Each request will include mailing a Letter of Request for ROE, two copies of a ROE form provided by the County, one stamped and self-addressed return envelope, and our project manager's business card. If requests are not responded to within 45 days, Wallis will repeat this process. All copies of each ROE request will be scanned and submitted to the County. Original acquired Right of Entries will be mailed to the County.

As prompted by property owners, we will correspond via email and phone, and forward their concerns to the County if we are not able to alleviate their concerns internally.

Data and correspondence records will be compiled in an MS Excel spreadsheet, including address, ownership, date of all mailings, and summaries of any conversations with property owners. This ROE project log will be updated as needed, and sent to the County weekly (or as requested).

### **5.10 Bid Phase Services**

Wallis will also assist the County as needed with bid phase services. This work is expected to include answering bidder questions and completing any addenda necessary to clarify the contract documents for each paving package.

#### **Task 5 Assumptions:**

- County will provide their current Division 100's boilerplate special provisions
- Changes to the existing roadway profile are not anticipated except for potential minor asphalt pre-leveling needs. If full reconstruction is recommended and proposed, the Contractor will be responsible for recording existing profile information in order to recreate roadway finish grades.
- County will provide consultant with utility letter templates and example utility letters from other projects
- County will review and approve ROE letter prior to use, and provide an example or template ROE form
- ROE requests anticipated for 10% of properties adjacent to the project segments (assumed up to 10).
- County will lead bidding and construction phases
- Improvements are anticipated to include pavement grind and inlay/overlay only. Stormwater management for water quality or quantity will not be required
- Utility potholing (as necessary) will be completed by the County or utility providers
- No pre-bid meetings anticipated
- An erosion control plan will be provided by the contractor and the project is covered under the County's 1200-CA permit.

**Task 5 Deliverables:**

- Project base map in AutoCAD format on County-designated coordinate system
- Utility contact and coordination log
- Informational letters and project notices to each affected utility
- Meeting agendas and minutes for 60% and 90% work sessions
- 60% plans and opinion of cost (PDF)
- 90%, and 100% plans, specifications, and opinion of cost (PDF)
- 100% plans (AutoCAD)
- 100% specifications (MS Word)
- Right of Entry Requests (assumed up to 10)
- Original Signed Right of Entries
- Right of Entry Project Log
- Bid Addenda (up to two)

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**EXHIBIT B  
FEE SCHEDULE**

		AE	EM4	EM2	SE3	SE2	T3	A6	A5	Wallis Labor	Expenses	Subconsultants		Total Cost
												CESNW	GeoDesign	
<b>Task 1</b>	<b>Project Management and Administration</b>	\$164.00	\$205.00	\$196.80	\$116.85	\$111.73	\$117.88	\$118.90	\$106.60					
1.1	Project Management and Administration	2		28				8	10	\$ 7,855.60	\$ 100.00 (M)			\$ 7,955.60
	<b>TASK 1 SUBTOTAL</b>	<b>2</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>\$ 7,855.60</b>	<b>\$ 100.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,955.60</b>
<b>Task 2</b>	<b>Project Design Criteria</b>													
2.1	Background Data Investigation and Review			4	8					\$ 1,722.00				\$ 1,722.00
2.2	Develop Project Design Criteria			4	8				1	\$ 1,828.60				\$ 1,828.60
	<b>TASK 2 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>\$ 3,550.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,550.60</b>
<b>Task 3</b>	<b>Surveying and Monument Preservation</b>													
3.1	Topographic Surveying			4	2					\$ 1,020.90		\$ 36,157.00		\$ 37,177.90
3.2	Construction Monument Survey			4						\$ 787.20		\$ 14,245.00		\$ 15,032.20
	<b>TASK 3 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 1,808.10</b>	<b>\$ -</b>	<b>\$ 50,402.00</b>	<b>\$ -</b>	<b>\$ 52,210.10</b>
<b>Task 4</b>	<b>Geotechnical Services</b>			8						\$ 1,574.40	\$ 50.00 (M)		\$ 55,792.00	\$ 57,416.40
	<b>TASK 4 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 1,574.40</b>	<b>\$ 50.00</b>	<b>\$ -</b>	<b>\$ 55,792.00</b>	<b>\$ 57,416.40</b>
<b>Task 5</b>	<b>Design and Bid Phase Services</b>													
5.1	Base Mapping			2	8	12	12			\$ 4,083.72	\$ 65.00 (M)			\$ 4,148.72
5.2	Utility Coordination			2	2	12				\$ 1,968.06				\$ 1,968.06
5.3	ODOT Coordination			8						\$ 1,574.40				\$ 1,574.40
5.4	Temporary Traffic Control			8	16		12			\$ 4,858.56				\$ 4,858.56
5.5	Pavement Marking Plans			2	8		8			\$ 2,271.44				\$ 2,271.44
5.6	60% Design		4	24	36	16	52		2	\$ 17,880.44				\$ 17,880.44
5.7	90% Design		4	12	24	8	40		4	\$ 12,021.44				\$ 12,021.44
5.8	100% Design		2	12	20		20			\$ 7,466.20				\$ 7,466.20
5.9	Right of Entry Requests			4		8			16	\$ 3,386.64	\$ 126.00 (PS)	\$ 110.00		\$ 3,622.64
5.10	Bid Phase Services		2	4	8				2	\$ 2,345.20				\$ 2,345.20
	<b>TASK 5 SUBTOTAL</b>	<b>0</b>	<b>12</b>	<b>78</b>	<b>122</b>	<b>56</b>	<b>144</b>	<b>0</b>	<b>24</b>	<b>\$ 57,856.10</b>	<b>\$ 191.00</b>	<b>\$ 110.00</b>	<b>\$ -</b>	<b>\$ 58,157.10</b>
	<b>Project Subtotal</b>	<b>2</b>	<b>12</b>	<b>130</b>	<b>140</b>	<b>56</b>	<b>144</b>	<b>8</b>	<b>35</b>	<b>\$ 72,644.80</b>	<b>\$ 341.00</b>	<b>\$ 50,512.00</b>	<b>\$ 55,792.00</b>	<b>\$ 179,289.80</b>

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

<b>FEE SUMMARY</b>	
Wallis Labor	\$ 72,644.80
Wallis Expenses	\$ 341.00
<i>(M) = Mileage at current IRS Rate, (PS) = Postage</i>	
<b>Subconsultants</b>	
CESNW	\$ 50,512.00
GeoDesign	\$ 55,792.00
<i>NOTE: Fee includes 10% markup</i>	
<b>TOTAL BUDGET</b>	<b>\$ 179,289.80</b>



## RATE SCHEDULE

Rate Schedule good through December 31, 2023

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$164.00	\$164.00
Senior Engineer	\$218.33	\$218.33
Engineering Manager I - VI	\$190.65	\$217.30
Project Engineer I - IX	\$126.08	\$183.48
Staff Engineer I - IV	\$105.58	\$119.93
Engineering Intern I - III	\$66.63	\$76.88
Designer	\$133.25	\$152.73
Construction Manager	\$143.50	\$143.50
Inspector	\$102.50	\$120.95
Technician I-IV	\$82.00	\$129.15
Administrative I – VI	\$51.25	\$118.90

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: X \_\_\_\_\_

- County Admin
- Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_