



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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
Harper Houf Peterson Righellis, Inc. for Construction Management Services
for the D-Street Road Improvement Project

Purpose/Outcomes	Execution of contract allows the consultant to provide construction management services for the D-Street project
Dollar Amount and Fiscal Impact	The contract amount is \$354,800.00.
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
Duration	Project is anticipated to be completed by March 31, 2022.
Previous Board Action	This item was discussed at an Issues Session on April 13, 2021
Strategic Plan Alignment	This project will build and provide strong Infrastructure
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 03/31/2021 ARN
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322

Background:

Harper Houf Peterson Righellis, Inc. (HHPR) completed the design for two new roadways near the Fuller Station Park and Ride. Elements of the project include new roads, sidewalks, street lighting, landscaping, stormwater facilities, and utility extensions. The project was advertised for construction bids and contract execution is underway with the low bidder.

The Development Agency has elected to have HHPR perform construction management services for the duration of the project. Services to be provided includes inspections, construction engineering, construction staking, contractor and utility coordination, preparation of record drawings, and a post construction survey. The total fee to provide these services is \$354,800.00.

Procurement Process:

In accordance with LCRB C-046-0500 (4)(f)(C), Procurement issued a Public Notice of Intent to Direct Contract with Harper Houf Peterson Righellis, Inc. (HHPR) as a single candidate on March 15, 2021. No protests were received. This notice was issued by procurement because of a need for continuity of services, as HHPR is the engineer of record. Any updates to the design and final recording plans need to be completed by the engineer of record.

Recommendation:

Staff respectfully recommends that the Board approve and execute contract with Harper Houf Peterson Righellis, Inc. construction management services for the D-Street Road Improvement Project.

Sincerely,

David Queener

David Queener
Development Agency Program Supervisor

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3915**

This Personal Services Contract (this “Contract”) is entered into between **Harper Houf Peterson Righellis, Inc.** (“Contractor” or “HHPR”), and Clackamas County Development Agency, a political subdivision of the State of Oregon (“County”).

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **March 31, 2022**.
2. **Scope of Work.** Contractor shall provide the following personal services: Construction management services for the D-Street Improvement Project (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed three hundred fifty four thousand eight hundred dollars (**\$354,800.00**), 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 A and 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: David Queener via email: davidque@clackamas.us.

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

7. Contractor and County Contacts.

Contractor Administrator: Dan Houf Phone: 503-221-1131 Email: dan@hhpr.com	County Administrator: Dave Queener Phone: 503-742-4322 Email: davidque@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 conduct of Work, or from any 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 caused by the 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. 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.
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13

or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

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

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

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

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

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

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

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

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

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

ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Harper Houf Peterson Righellis, Inc.

Clackamas County

Daniel S Houf Digitally signed by Daniel S Houf
DN: C=US, E=Dan@hhpr.com, O=Harper Houf
Peterson Righellis Inc, CN=Daniel S Houf
Date: 2021.03.31 07:49:50-0700 3/31/2021

Authorized Signature _____ Date

Daniel S. Houf P.E./President

Name / Title (Printed) _____

227670-81 DBC / Oregon _____

Oregon Business Registry # _____

Chair _____

Recording Secretary _____

Date _____

Approved as to Form:

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.03.31 10:21:07 -0700

County Counsel _____ Date

**EXHIBIT A
SCOPE OF WORK**

D-Street Re-Alignment Project
Contract for Construction Management Services
Harper Houf Peterson Righellis Inc.
March 15, 2021
Page 1 of 2

Project Description

This scope of work is for construction management services to facilitate construction of the D Street Improvements. The following services will be provided with this contract:

Task 10: Construction Services

The HHPR team will provide construction services as requested by Clackamas County to include project management, construction engineering, inspection, public involvement, project close out and post construction survey work. The County's Project Manager will coordinate directly with the Consultant Team's Project Manager during construction for any modifications to the construction services being performed. It is assumed that construction will take place over an 8-month period beginning around March 1, 2021; however, the contract length will extend through March 31, 2022 to assist with project closeout, as needed.

The specific tasks anticipated throughout construction are outlined below:

- A. **Pre-construction Services** – Attend the pre-construction conference to define contractor responsibilities, standards, special items of interest to the project, traffic control, access, communications and scheduling. Document and distribute meeting minutes.

- B. **Construction Engineering and Inspection** – Work directly with the County's Project Manager or other assigned personnel during construction. Engineer to periodically visit the project site, interpret/respond to change orders requests, facilitate weekly construction meetings, coordinate with utilities as required, and review submittals. Provide a full-time inspector and construction vehicle to the project. The construction-phase tasks are outlined as follows:
 - 1. **Project Management** – Provide day-to-day administration of construction contract, including coordination, leadership, direction and control of work tasks for this project. Prepare a monthly status report to show progress and provide updates of construction activities to review construction and budget completion percentages. Review contractor certified payrolls and monthly pay requests and provide recommendations to County PM for payment.
 - 2. **Submittal / Shop Drawing Review** – Review shop drawings and submittals provided by the contractor. Maintain a submittal log to track submittal status and ensure timely response.
 - 3. **Project Meetings** – Facilitate weekly construction meetings during construction of the project (assume 32 meetings). Additional meetings may be required to address immediate conflicts or other urgent issues (assumed 10 meetings).
 - 4. **Construction Inspection** – Provide a full-time inspector and construction vehicle. HHPR will provide periodic engineering oversight to assist with identifying and resolving issues that arise in the field. It is assumed that Clackamas County will provide any landscape inspection services required for the additional plant establishment period.

D-Street Re-Alignment Project

Contract for Construction Management Services

Harper Houf Peterson Righellis Inc.

March 15, 2021

Page 2 of 2

5. **Engineering Support/Design Questions/Modifications** – Provide engineering support to Clackamas County (or the contractor) as required to clarify construction contract documents, respond to field inquiries, or monitor design assumptions. If requested by the County, HHPR will provide additional design drawings/details to aid in providing response.
6. **Utility Coordination Assistance** – Coordinate with private utilities, as necessary, to aid in resolution of utility conflicts.
7. **Construction Surveying** – Construction Staking – Consultant will provide construction staking for the project, including the following:
 - Stake limits of clearing and limits for demolition of structures
 - Grade stakes one time for rough grading and subgrade
 - Stakes for utility installation (storm, water, utility trench/vaults, etc.)
 - Stakes for curbs, sidewalks, planters, median, etc.
 - Stakes for ramps
 - Stakes for top of aggregate base
 - Stakes for pedestrian pole installation
 - Provide reference stakes for layout of striping
 - All stakes will be one-time only.
8. **Public Involvement** – Field calls from concerned citizens, business owners and property owners. Relay this information directly to the County’s Project Manager and Consultant Team Manager. Provide other public information necessary throughout the construction of the project. Meet with property owners as required to address concerns.
9. **Project Closeout/Record Drawings** – Facilitate a final walk through and inspection of the project, and develop a final punchlist. Once all construction and final inspections are complete and the project has been accepted by the County, modify the construction drawings to reflect changes made during construction, as directed by the County. A set of reproducible record drawings will be provided to the County along with digital files. It is assumed that as-built data will be provided from the inspector’s and contractor’s field drawings, field notes, field design changes, and the required contractor submittals.
10. **Post-Construction Survey Work** – Provide survey services for post-construction documentation of centerline and new right-of-way, and file a record of survey with Clackamas County. Monument boxes for centerline monuments should be obtained and installed by the contractor. Once installed, the monuments will be set inside the boxes. We anticipate approximately 10 monument boxes on this project. Fees for survey shall be paid by Clackamas County.

**EXHIBIT B
FEE SCHEDULE**

Harper Houf Peterson Righellis Inc. - Amendment #3
D Street - Clackamas County
 March 15, 2021

	Harper Houf Peterson Righellis Inc.														DKS Associates						Hanna McElowney and Associates	TOTAL BY TASK			
	Principal/Project Manager	Project Engineer/Construction Manager	Assistant PMP/Public Involvement	Civil Engineer	Senior Civil Designer	QC Engineer	Civil Designer/Inspector	Cad Technician	Environmental Scientist	Graphics	Landscape Architect	Project Surveyor	Survey Technician	Survey Crew Chief	Instrument Person	Clerical	Expenses	Grade 43	Grade 29	Grade 17			Grade 15	Grade 15	Tech Level R
TASK 10. Construction Services																									
A. Preconstruction Services	4	8			4													4							
B. Construction Engineering and Inspection																									
B1. Project Management	24	80																							
B2. Submittal/Shop Drawing Review	2	40		4	4																				
B3. Project Meetings	16	32																							
B4. Construction Inspection	16	160				1280														24					
B5. Engineering Support/Design Questions	24	40			40													8	8		24				
B6. Utility Coordination Assistance	4	16																							
B7. Construction Staking	4	16									40	120	160	160											
B8. Public Involvement	8		16						24																
B9. Project Closeout/Record Drawings	4		8					24				24	40	16	16										
B10. Post Construction Survey Work	2																								
	108	392	24	4	48	0	1280	24	0	24	0	64	160	176	176	0	\$ 4,000.00	8	12	0	48	0	0	\$0	
	\$200	\$ 180	\$ 160	\$ 155	\$ 155	\$ 180	\$ 130	\$ 110	\$ 125	\$ 135	\$ 155	\$ 155	\$ 115	\$ 120	\$ 80	\$ 95		\$295.00	\$195.00	\$195.00	\$135.00	\$125.00	\$125.00		

\$ 343,860.00

\$10,940.00

\$ 354,800.00