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DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
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June 5, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Contract with Consor North America for the Knights Bridge Road: Molalla River Bridge Rehab Project. Amendment Value is \$496,360 for 1 year. Total Contract Value is \$1,028,268.83 for 5 years. Funding is through State Funded Local Project Program Funds and the County Road Fund. No County General Funds are involved.

Previous Board Action/Review	04/17/2025: Approval of a Construction Contract with Farline Bridge Inc. for the Knights Bridge Road: Molalla River Bridge Rehab Project. 01/09/25: Approval of Amendment No.1 to Local Agency Agreement No. 34356 with Oregon Department of Transportation to increase State Funding for the Knights Bridge Road: Molalla River Bridge #06520 05/12/22: Approval of a Design Engineering Contract with CONSOR North America, Inc (formerly Quincy Engineering, Inc.). 04/29/21: Approval of a Local Agency Agreement No. 34356 with Oregon Department of Transportation for Knights Bridge Road: Molalla River Bridge #06520 09/26/17: Approval to apply for the grant through the Oregon Department of Transportation – Local Bridge Program for the Molalla River (Knights Bridge Rd) Bridge #06520		
Performance Clackamas	The project will build a strong infrastructure.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Stan Monte	Contact Phone	503-742-4688

EXECUTIVE SUMMARY: The County secured federal Local Bridge Program funding to rehabilitate the existing Knights Bridge Road Bridge spanning the Molalla River near Canby. The federal funding was exchanged through the State Funded Local Projects (SFLP) Fund, administered by the Oregon Department of Transportation. The existing bridge, built in 1964, is showing extensive signs of decay as a result of age and heavy truck traffic. The proposed

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rehabilitation improvements will include a Phase 1 seismic retrofit of the superstructure, painting of the steel girders, patching and sealing of the deck with a full overlay, repair concrete spalling of abutments and columns and in-water-work for scour repairs at bents, 3, 4, and 5.

The project's design was completed and a construction contract was awarded to Farline Bridge Inc. with construction scheduled for the summer of 2025. Department of Transportation and Development (DTD) desires assistance from the design consultant to perform construction contract administration and construction engineering and inspection (CA-CEI) services. The CA-CEI services will supplement DTD's construction administration and inspection work. The services include project management of CA-CEI services, construction contract administration assistance, attendance at project progress meetings, review of working drawings and shop drawings, consultation during construction, environmental compliance and mitigation monitoring, and contingency tasks for design modifications and additional construction monitoring, if needed.

Amendments No. 1 through No. 3 were issued at no additional cost to the County, amending the contract for a change in name only, from Quincy Engineering to CONSOR North America, Inc. and for time extensions, due to the increased time requirements for obtaining the environmental permit approvals. Amendment #4 increases the total contract by \$496,368 to \$1,028,268.33 and will be paid through State Funded Local Program funds and County Road Fund. Also, the amendment extends the contract completion time to June 30, 2027, to allow for monitoring and reporting during the plant establishment phase.

PROCUREMENT PROCESS:

This Amendment is in accordance with LCRB C-047-0800(a) for an anticipated amendment to include CA-CEI Services per the original statement of work.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign Amendment No. 4 to Contract No. 4998 with CONSOR North America, Inc. for the Knights Bridge Road: Molalla River Bridge Rehab Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Transportation & Development

AMENDMENT #4
TO THE CONTRACT DOCUMENTS WITH CONSOR NORTH AMERICA INC. FOR DESIGN
SERVICES FOR KNIGHT'S BRIDGE REHAB PROJECT
Contract #4998

This Amendment #4 is entered into between **CONSOR North America, Inc.** ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **May 5, 2022** ("Contract").

The Purpose of this Amendment #4 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from December 31, 2026 to **June 30, 2027**.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
County has authorized an increase to Scope of Work for Contractor to begin Construction Phase Engineering Services for the Project, as contemplated in the Contract. The supplemental Scope of Work for the Construction Phase Engineering Services is hereby attached and incorporated by reference as Exhibit "A" to this Amendment #4.

County may require additional design support during construction, further described as Contingency Task 7.0 ("Contingency Work"). If County requires the additional Contingency Work, it will provide written notice to Contractor to perform the Contingency Work. Contractor may not perform, and County is not obligated to pay for, the Contingency Work unless the County has provided written authorization that Contractor may perform the Contingency Work.

3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing the additional work authorized by this Amendment #4, County may pay Contractor an amount not to exceed \$496,368.00. This amount reflects consideration for performing the Construction Phase Engineering Services described in Exhibit "A" to this Amendment #4; and the potential consideration for the optional Contingency Work. Consideration is on a time and materials basis in accordance with the rates set forth in Exhibit "B" to this Amendment #4. The maximum compensation authorized under this Contract shall not exceed \$1,028,268.83.

ORIGINAL CONTRACT	\$ 531,900.83
AMENDMENT #1	Name Change
AMENDMENT #2	TIME ONLY
AMENDMENT #3	TIME ONLY
AMENDMENT #4	\$ 496,368.00
TOTAL AMENDED CONTRACT	\$ 1,028,268.83

Signature Page to Follow

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

CONSOR North America, Inc.

Digitally signed by
Christopher Link
Date: 2025.05.07
13:42:45-07'00'

Christopher Link 5/7/2025

Authorized Signature Date

Christopher Link

Printed Name

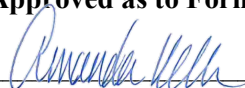
Clackamas County

Signature Date

Name: _____

Title: _____

Approved as to Form:

 5/7/2025

County Counsel Date

Exhibit A
Scope of Work

SECTION 3 SCOPE OF WORK

PROJECT UNDERSTANDING

The existing bridge, built in 1964, is 346 feet long, 31.5 feet wide and has a sufficiency rating of 38.5. The most recent inspection (2019) report identifies cracking of more than 50 percent in the decking; corrosion in steel girders, with the heaviest corrosion along the bottom flanges; spalling in several columns with exposed rebar in Bent 4; delamination in the pier caps; vertical cracking in the west abutment wall; and heavy abrasion below the waterline and scour in several of the footings.

Rehabilitation Scope

Rehabilitation of the existing bridge shall include: Phase 1 seismic retrofit (superstructure only); Girder and crossbeam strengthening; Paint steel girders of spans 1, 2, 4, 5, 6 to include spot removal of rust and flaking; Deck joint repair (all 7 bents); Deck repair at a minimum - Class II deck prep in spots, Class I for remainder and a MPCO over entire bridge; Repair delamination's and concrete spalls of columns ; Rip rap scour protection at Bents 2, 3, 4 and 5; Remove six H-pile in vicinity of Bents 3 and 4. (Work bridges are anticipated for the In-water work, H-pile removal, column jacketing and rip rap placement).

Environmental

In-water work requiring additional permitting is anticipated, including the attainment of a Scientific Take Permit (STP) for fish exclusion. Fish salvage will be required prior to initiating in-water work within the isolated work areas. Fish salvage during construction of the off-site mitigation is not anticipated, though may end up being necessary. Work will include attainment of a STP for the off-site mitigation area to ensure construction remains on schedule.

Repair of concrete structures, preparation for and application of paint will require containment.

Project Phasing:

The project is to be completed in two phases. The first phase is preliminary engineering and bidding for a construction contract. Design phase services are not included in this scope of work. The second phase is construction. Construction phase services are included in this scope of work.

Phase Objective:

Provide inspection and POR services to verify conformance with the contract documents. Attend project meetings, coordinate with Agency, and verify quantity and quality of materials.

SCOPE OF SERVICES

3.1. SUMMARY OF WORK

“Consultant” shall provide services including construction engineering, construction inspection, environmental compliance, and work zone monitoring inspection for this project based on the scope of services described herein.

- Task 1.0 Project Management of CE Services
- Task 2.0 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)
- Task 3.0 Construction, Environmental Compliance and Work Zone Monitoring and Inspection
- Task 4.0 Reserved
- Task 5.0 Project Close-Out
- Task 6.0 Project Schedule
- Task 7.0 Contingency Tasks

The duration of the design of this project is assumed to be from March 2025 through September 2025 for the completion of design tasks. Bidding and Construction will occur between January 2025 and December 2025. This scope of services includes construction engineering and construction support services.

SCOPE OF SERVICES

Task 1.0 Project Management

This activity is continuous throughout the duration of these CA/CEI. Consultant shall guide and direct the Services and Consultant’s team in conformance with all applicable requirements and the Project’s goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

1.1 Coordination

Consultant shall provide leadership, direction, and control of these Services.

Consultant shall:

- Direct Consultant’s team on all activities and team meetings.
- Maintain liaison, communication, and coordination between Consultant’s staff and Agency staff to facilitate timely, efficient operations for all involved.

Task 1.1 - Deliverables and Schedule

Consultant shall provide:

- *On-going coordination and communication as needed (no tangible deliverables for this task).*

1.2 Status Reports and Invoices

Consultant shall prepare up to 9 Monthly Status Reports throughout the duration of the CEI Services. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month's Consultant activities.
- Describe the expected activities for the next month.
- Identify any issues or concerns that may affect the CEI Services and budget or the Project schedule and Project budget.

Consultant shall submit the Monthly Status Reports to the Agency with the monthly Consultant invoice.

Task 1.2 - Deliverables and Schedule

Monthly Status Report - Submitted to Agency with the monthly invoice no later than the 20th calendar day of the month following the reporting month.

Task 2.0 Construction Engineering and Inspection (CEI)

Consultant shall support the Project's needs by providing Inspection Services as requested. Consultant shall engage the Professional of Record ("POR") as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

2.1 Conformed Construction Documents

Following award of the construction contract and prior to the pre-construction conference, Consultant shall prepare one set of Conformed Drawings for use by the Agency and Contractor. The Conformed Drawings set will consist of all contract drawings, to include all revisions made by addendum, and each sheet bearing a stamp noting it is part of the Conformed Drawings set.

Task 2.1 - Deliverables and Schedule

- *Conformed drawings to be provided to Agency and Contractor in electronic format (PDF), and one (1) hard-copy set in 11x17 size.*

2.2 Pre-Construction Conference

Consultant shall attend the Pre-Construction Conference. Attendees will include the Construction Contractor (CC), Agency, and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the Project.

Agency will consult with the CC and Consultant to determine participants and schedule the Pre-Construction Conference at an agreed upon time and place. Up to four Consultant staff shall attend the 2-hour Pre-Construction Conference.

Consultant shall:

- Attend pre-construction conference

Task 2.2 - Deliverables and Schedule

No tangible deliverables for this task.

2.3 Project Progress Meetings

Consultant shall attend Project Progress Meetings with the CC, Agency, and others as needed and as requested by the County. The Project Progress Meetings are intended to promote project progress, proper communications, effective working relationships, and timely issue resolution.

Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Staging
- Temporary Water Management
- Concrete Deck Rehabilitation
- Protection of Fish or Fish Habitat
- Waterway Enhancements

Consultant shall:

- Attend and participate in Project Progress Meetings.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 2 Consultant staff attending and 12 meetings are assumed, see Task 6.0 Project Schedule.

Task 2.3 - Deliverables and Schedule

- *Project Progress Meeting agenda and meeting summary*

2.4 Working Drawings, Shop Drawings, and other Submittal Reviews

Consultant shall coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. When electronic Working Drawings, shop drawings, and other submittals are received, according to 00150.35(c)(2), 00150.37, & 00170.08, Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals are returned to the CC within the timeframes specified in the construction contract. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35, 00150.37, 00170.08, and the ODOT Construction Manual, Chapter 16 – Working Drawings and Submittals.

Consultant shall:

- Maintain 1 of the as-submitted copies in the Project files
- Conduct review and prepare mark-up/comment copies of the Working Drawings, shop drawings, and other submittals. Stamped Drawings must be signed and dated by the POR and marked as either AC = Accepted, or ACC = Accepted with Comments. Unstamped Drawings shall be marked as either AP = Approved, AX = Approved as Noted, or RC = Returned for Correction.
- Include construction contract number on all Working Drawings, shop drawings, and other submittals.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings and Submittals, and the Specifications in 00150.35, 00150.37, & 00170.08:

- Clackamas County Road Closure Application
- Bridge Loading Calculations
- Traffic Control Plan
- Pollution Control Plan for staging area
- Temporary Water Management Plan
- Work Access Plan
- Work Containment Plan
- Erosion and Sediment Control Plan
- Turbidity Monitoring Report
- Bridge removal plans
- Deck preparation plan
- Shoring calculations, checklist, and drawings
- Reinforcing steel Working Drawings, shop drawings, and other submittals
- Concrete Repair Plan
- Post-tensioning Working Drawings, shop drawings, and other submittals
- MPCO Plan
- Structural steel Working Drawings, shop drawings, and other submittals
- CFRP - Wet Layup Working Drawings, shop drawings, and other submittals
- CFRP - Near Surface Mounted Working Drawings, shop drawings, and other submittals
- Expansion Joint working drawings
- Preparation and Coating Plan
- Planting work plan
- Concrete mix design

Files Retained by Consultant:

Consultant shall maintain files of all reviewed Working Drawings, shop drawings, and other submittals according to the retention period set forth in the terms and conditions of the Contract. Agency may request these files at any time during the retention period. Consultant shall provide the files to Agency within 14 calendar days of the request.

Task 2.4 - Assumptions:

- *This task assumes up to 50 shop drawings and submittals,)and resubmittals for returned for corrections submittals)each requiring up to 4 hours of staff time for preparation and documentation of the response.*

Task 2.4 - Deliverables and Schedule

- Return approved Working Drawings, shop drawings, and other submittals with comments (within time frame established in construction contract specified requirements):
 - 1 copy maintained in Project files
 - Electronic Submittals
 - Submit 1 electronic PDF mark-up/comment via email as required by the construction contract.
- Update Submittal Log

2.5 Consultation During Construction

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CEI Services and the Project.

Upon request of the CC or Agency during construction, Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the POR on all matters involving design changes.

NOTE: Design requests must be initiated by either Agency or Consultant using a Change Request Form or a RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the Agency approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant’s cost, the estimated construction cost, and the cause of the change.

Task 2.5 - Assumptions:

- *This task assumes up to 30 RFIs, each requiring up to 4 hours of staff time for preparation and documentation of the response.*
- *This task assumes up to 48 field questions, each requiring up to 1 hour of staff time to respond.*
- *This task assumes up to 4 site visits from the design team, each requiring up to 2 staff members.*

Task 2.5 - Deliverables and Schedule

- *Written documentation of responses to CC or Agency inquiries. Submit 1 electronic copy to Agency within 2 business days of inquiry unless other delivery date is agreed to by APM.*
- *Updated RFI Log*
- *Informal written responses to field questions, available to Agency.*
- *Daily photo log and journal from design team site visits, available to Agency upon request.*

C2.6 Design Modifications [Contingency Task, See CEI SOW Task 7.0]

If Agency, Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with Agency and POR prior to verbally agreeing on changes with CC or preparing the appropriate Change Order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the Agency, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary Change Order documents (CCO, EWO or SFO) to make them a part of the construction contract.

Task 2.6 - Deliverables and Schedule

- *Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to Agency at date agreed to when work was requested.*
- *Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification) - Submit to Agency at date agreed to when work was requested.*

Task 3.0 Construction, Environmental Compliance and Work Zone Monitoring and Inspection

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections, so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process as requested by the Agency.

Consultant shall have certified Inspector(s) on site when requested by the Agency during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction contract requirements. All persons involved in performing inspection duties must be certified through the ODOT's Inspection Quality Assurance Program ("IQAP") in the discipline for the work they will be inspecting. Consultant's Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector ("CBCI")
- Certified Environmental Construction Inspector ("CECI")
- Certified Traffic Signal Inspector ("CTSI")
- Certified General Inspector ("CGI")
- Certified Asphalt Concrete Pavement Inspector ("ACP")
- Certified Drilled Shaft Inspector ("CDSI")
- Certified ADA Inspector ("ADAI")

When on-site, consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance
- Turbidity Monitoring (if required)

Task 3.0 - Assumptions

- *Assume one (1) inspector at an average of twenty (20) hours per week for up to six (6) months, including travel time to and from the site.*
- *Assume that the Agency will provide 48 hour notice prior to needing consultant inspector on-site.*

3.1 Environmental Compliance and Mitigation Monitoring

This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document compliance with the environmental permits, including effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall:

- Direct Consultant's team on all CEI activities and team meetings.
- Perform compliance and mitigation monitoring related to environmental conservation measures agreed upon with State and Federal regulatory agencies through permit conditions and as included in the construction contract.
- Conduct site environmental inspections site visits to assist CC and Agency in maintaining compliance with issued regulatory permits and the special provisions.
- Provide documentation of the construction process relative to this environmental compliance.
- Coordinate and schedule monitoring visits coincident with activities that have significant environmental components.
- Evaluate onsite conditions and construction techniques during environmental inspections site visits to assess compliance with Project permits, the Pollution Control Plan, the Erosion and Sediment Control Plan, proposed site rehabilitation measures, and general environmental conservation measures.
- Identify deficiencies and potential permit compliance issues and provide guidance to Agency and CC to aid in avoiding potential regulatory agency involvement or violations.
- Provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits, based on the Project's significant site rehabilitation measures (to offset Project impacts)

In the event that deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the CC and Agency, and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall review the CC's following submittals for compliance with the construction contract and permits:

- Temporary Water Management Plan ("TWMP"),
- Work Containment Plan and System ("WCP/WCS"),
- Erosion and Sediment Control Plan ("ESCP")

Consultant shall conduct up to 3 environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies. Environmental inspection site visits will occur during on-site and off-site mitigation activities and during in-water work at the bridge site.

Task 3.1 - Deliverables and Schedule

Consultant shall provide:

- *Reviewed CC-submitted Erosion Control Monitoring Reports (Form 734-2361) for compliance no later than 14 calendar days after each inspection site visit. Submit to Agency as Project work progresses.*
- *Completed Consultant construction monitoring memorandums— If compliance issues are noted, document the deficiencies, recommendations and corrective action taken to correct deficiencies. Submit 1 electronic copy each to CC and Agency within 5 business days after the monitoring site visit.*
- *General Daily Progress Reports / Project Diary – Complete daily when performing onsite visits. Submit to Agency as Project work progresses.*

- *Project Photography / Photo Logs – Submit with reports (when applicable) as Project work progresses.*

3.1.1 Scientific Take Permit for Fish Salvage Operations

Consultant shall obtain a Scientific Take Permit (“STP”) from ODFW for fish salvage operations during Project construction. This task assumes no more than 1 STP will need to be obtained for up to two (2) fish salvage operations at the bridge site and one (1) STP for one (1) fish salvage operation at the off-site mitigation area. Consultant shall coordinate as necessary with ODFW to confirm fish presence and ensure approval of the STPs.

Task 3.1.1 - Deliverables

- *Submit the on-line application for one (1) STP to ODFW for bridge site.*
- *Submit the on-line application for one (1) STP to ODFW for off-site mitigation area.*
- *Obtain and provide to County a copy of the approved STPs for the fish salvage associated with the in-stream isolation area and off-site mitigation area.*
- *Coordinate as necessary with ODFW and other regulatory agencies to comply with the terms of the STPs.*

3.1.2 Fish and Aquatic Species Salvage and Reporting at the Bridge Site

Consultant shall complete fish and aquatic species salvage operations at the bridge site with all necessary fish salvage equipment, providing documentation and reporting according to NMFS and ODFW guidance, regulations and permitting requirements for the project. Aquatic species salvage work must be led by a qualified biologist with a Bachelor’s degree in biology, fisheries or equivalent, and with a minimum of 2 years of experience identifying northwest fish and aquatic species. The lead biologist shall be competent with electrofishing procedures and have completed at least 100 hours of fish salvage following NMFS, ODFW, and USFWS, fish salvage/fish removal requirements.

This task assumes two (2) salvage operations at the bridge site. Each salvage effort will be completed by up to four (4) qualified staff and will be completed within one twelve (12) hour day, including travel.

Consultant shall:

- Provide staff and all equipment necessary for aquatic species salvage efforts (e.g., electrofishing equipment, thermometer, conductivity meter, multiple sizes of dip and hand nets, multiple buckets with appropriate aeration devices for species storage and transport, at least 1 beach seine, block nets, chest waders/hip boots, appropriate gloves, and other appropriate equipment).
- Be available upon request by County (or County representative) for up to two (2) fish salvage operations during in-water work activities; County will provide at least ten (10) days of notice for these services.
- Complete the appropriate ODFW Rescue and Salvage reports and online reporting.
- Complete the required USACE Fish Salvage Report form.

Task 3.1.2 - Deliverables

Consultant shall prepare and submit:

- *ODFW Salvage Reporting (1 electronic PDF copy)*
- *USACE Fish Salvage Report (1 electronic PDF copy)*

3.1.3 Permit Closeout Documentation

Consultant shall complete all required construction documentation per US Army Corps of Engineers (USACE) Permit #NWP-2023-363 and Oregon Department of State Lands (DSL) Permit #64567-GP. This shall include the following:

- One (1) post-construction site visit to document permit compliance.
- Preparation and submittal of the required Action Completion Form and Compliance Certification Form once construction is completed.
- Preparation and submittal of a Post-Construction Report, as required by DSL, to demonstrate as-built conditions and completed mitigation and discuss any variation from the approved plans. The report must be submitted to DSL within 90 days of construction completion. The post-construction report must include:
 - A scaled drawing, accurate to 1-foot elevation, clearly showing the following:
 - Current tax lot and right-of-way boundaries.
 - Photo point locations.
 - Permanently and temporarily impacted waterway boundaries identified separately, with square foot listed.
 - Preparation of a georeferenced shapefile (.shp) for DSL that documents the spatial extent of the mitigation site(s) following structure removal. The shapefile must conform to the Oregon Lambert (Intl. Feet) projection.

Task 3.1.3 - Deliverables

Consultant shall prepare and submit:

- *USACE Action Completion and Compliance Certification Forms (electronic PDF copies)*
- *Draft DSL Post-Construction Report for County review (Word format)*
- *Final DSL Post-Construction Report to County and DSL (electronic PDF copy)*

C3.1.4 Additional Fish and Aquatic Species Salvage at the Bridge Site [CONTINGENCY]

This contingency task will be required if additional salvage activities are determined to be necessary at the bridge site, beyond what has been identified in Task 3.1.2. Consultant shall complete fish and aquatic species salvage operations using qualified biologists, as identified in Task 3.1.2, and with all necessary fish salvage equipment.

This task assumes two (2) additional salvage operations at the bridge site. Each salvage effort will be completed by up to four (4) qualified staff and will be completed within a twelve (12) hour day, including travel.

Consultant shall:

- Provide staff and all equipment necessary for aquatic species salvage efforts (e.g., electrofishing equipment, thermometer, conductivity meter, multiple sizes of dip and hand nets, multiple buckets with appropriate aeration devices for species storage and transport, at least 1 beach seine, block nets, chest waders/hip boots, appropriate gloves, and other appropriate equipment).
- Be available upon request by County (or County representative) for up to two (2) fish salvage operations during in-water work activities; County will provide at least ten (10) days of notice for these services.
- Be available upon request by County (or County representative) for up to two (2) aquatic inspections or on-site consultations before or during in-water work activities; Agency will provide at least five (5) days of notice for these services.

Task C3.1.4 - Deliverables

No separate deliverables under this task. Reporting to be completed under Task 3.1.2.

C3.1.5 Mitigation Site Fish and Aquatic Species Salvage and Reporting [CONTINGENCY]

Consultant shall complete fish and aquatic species salvage operations at the off-site mitigation area with all necessary fish salvage equipment, providing documentation and reporting according to NMFS and ODFW guidance, regulations and permitting requirements for the project. Aquatic species inspections and salvage work must be conducted by a qualified biologist with a Bachelor's degree in biology, fisheries or equivalent, and with a minimum of 2 years of experience identifying northwest fish and aquatic species. The lead biologist shall be competent with electrofishing procedures and have completed at least 100 hours of fish salvage following NMFS, ODFW, and USFWS, fish salvage/fish removal requirements.

This task assumes one (1) salvage operation at the off-site mitigation area. The salvage effort will be completed by up to three (3) qualified staff and will be completed within a twelve (12) hour day, including travel.

Consultant shall:

- Provide staff and all equipment necessary for aquatic species salvage efforts (e.g., electrofishing equipment, thermometer, conductivity meter, multiple sizes of dip and hand nets, multiple buckets with appropriate aeration devices for species storage and transport, at least 1 beach seine, block nets, chest waders/hip boots, appropriate gloves, and other appropriate equipment).
- Be available upon request by County (or County representative) for up to one (1) fish salvage operation during in-water work activities; County will provide at least ten (10) days of notice for these services.
- Complete the appropriate ODFW Rescue and Salvage reports and online reporting.
- Complete the required USACE Fish Salvage Report form.

Task 3.1.5 - Deliverables

Consultant shall prepare and submit:

- *ODFW Salvage Reporting (1 electronic PDF copy)*
- *USACE Fish Salvage Report (1 electronic PDF copy)*

3.2 Construction Activity Monitoring CEI

Consultant shall monitor construction activities and is to act as the Agency's on-site representative, is responsible for routine interfacing with the construction contractor, and is to observe the contractor's operations and work. Consultant shall provide inspection concurrently with the CC's operation and require compliance with the construction contract documents.. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities that are occurring while on-site and keep a digital photo-log. The photo-log must be kept up to date throughout construction and available for review by Agency.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D – Quantities, Consultant shall help prepare source documents (“Paynotes”) for all pay items and include supporting documentation to support each payment.

The Consultants’ activities, in general, will include the following:

- Attend pre-construction conference.
- Establish pre-construction site conditions using photo and video log of sites.
- Observe/inspect the Contractor’s activities, operations, and work and document the Contractor’s work is in general compliance with the requirements of the contract documents.
- Monitor the Contractor’s progress with respect to planned/scheduled work.
- Document the Contractor’s construction activities (preparation of daily reports, photographs, etc.).
- Create field note records of bid item work performed.
- Attend and participate in weekly project meetings.
- Verify and document that traffic control is per accepted traffic control plans when on-site.
- Keep Construction Manager informed of project progress, issues, and developments.
- Review minor change requests by the Contractor.
- Observe, document, and review the Contractor-provided quality control testing.
- Observe, document, and review the Owner-provided quality control testing.
- Track SFO labor and equipment/materials; issue force account sheets for additional payment when required.
- Maintain field construction records and as-built set.

Task 3.2 - Deliverables and Schedule

- *General Daily Progress Reports – Complete each day Consultant is on-site. Submit via email to Agency as Project work progresses.*
- *Current Digital Photo-log of construction activities – Submit via email to Agency via email or email link as Project work progresses.*
- *Source Documents “Paynotes” - Field notes, calculations, receipts, invoices, reports used to determine Project pay quantities, installation sheets, and other supporting documentation – Complete and submit via email as work is performed.*

C3.3 Additional Construction Activity Monitoring [CONTINGENCY]

This contingency task may be activated if the Agency decides to further augment their inspection staff will at the bridge site, beyond what has been identified in Task 3.2. Consultant activities, deliverables, and schedule shall match those described in task 3.2. The Agency will activate this task if the inspection hours requested are greater than the assumed inspection hours listed in *Task 3.0 – Assumptions*.

3.4 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)

Consultant shall document the work and Non-Field-tested materials incorporated into the Project within their daily reports. Notation of testing will include a “Pass” or “No Pass” statement and list any issues with the testing. Consultant shall maintain Test Summaries.

Agency staff shall perform the verification and IA testing; it is **not** a Consultant task under this CEI SOW.

Agency shall perform oversight of the CC's QC Program with staff certified in areas of field material testing and documentation. Agency shall review lab test results from the field and from the CC and organize them in the agency system. Consultant will assist the agency in monitoring the CC's Quality Control program as requested.

Consultant shall:

- Document the work and Non-Field-tested materials incorporated into the Project within their daily reports.
- Verify that all materials furnished and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with construction contract requirements.
- Maintain the Test Summary for Non-Field-Tested Materials and Field-Tested Materials (Test Summary "A", "B" and "B-QA").
- Prepare quality price adjustments as necessary for materials.

Task 3.4 - Deliverables and Schedule

- *Non-Field-Test Summaries – Submit via email as Project work progresses.*
- *Field-Test Summaries and other Project field-tested materials quality documentation – Submit via email as Project work progresses.*

Task 4.0 Reserved

Task 5.0 Project Close-Out

5.1 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with the following reference documents as applicable to the Project:

Bridge Plans, ODOT Bridge CAD Manual ("BCM")

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to Agency.
- The submittal and distribution requirements are specified in the "Deliverables" section of this task.
-

Task 5.1 - Deliverables and Schedule

Consultant shall submit as-constructed plans within 90 calendar days of issuance of Second Notification as follows:

- *Electronic files package: Stamped and signed PDF file (11 inch x 17 inch) that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project)*
- *Follow the file naming convention established during Project design phase.*

- *Also, send copies of the following reports/records prepared/submitted in earlier phases:*
 - *Copy of Geotechnical Design Parameters Memo*
 - *Copy of Final Hydraulic Reports (scour analysis report included in this report when applicable).*

5.2 Updated Load Rating

Consultant shall prepare an addendum to the existing load rating with content consistent with the ODOT LRFR Manual for the strengthened elements on the bridge. Consultant will use the existing load rating and make updates to the load rating member capacities and demands. The consultant is not responsible correcting previous mistakes in the existing load rating files should there be any.

Task 5.2 - Deliverables and Schedule

Consultant shall submit load rating addendum within 90 calendar days of issuance of Second Notification as follows:

Electronic files package consistent with the procedures outlined in the LRFR. Electronic files package will be sent to Agency.

Task 6.0 Project Schedule

Task 6.0 – Schedule Assumptions

The Project is scheduled for a February 20, 2025 bid opening for the CC. It is anticipated that the CC will receive NTP no later March 21, 2025.

- *All construction work, with the exception of plant establishment work is assumed to be completed by September 19, 2025.*
- *The plant establishment period is assumed to be a 1–year period.*
- *All work for this CEI SOW is to be completed within 30 calendar days of Agency issuing Third Notification to the CC.*
- *Construction Contract Completion Date is October 15, 2025 except for the 1-year plant establishment period.. The in-water-work period is July 15 to August 31.*
- *Third notification to the CC is assumed to be issued on or before October 31, 2026 after the 1-year plant establishment period..*

Task 7.0 Contingency Tasks

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the task section of this CEI SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) NTP issued by Agency, if requested. Consultant shall submit a detailed cost estimate (within the NTE amount(s) in the Contingency Task Summary Table) for the agreed-to contingency Services within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, due date for completion, and agreed-to NTE for the authorized contingency task.


Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without a fully executed amendment. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

Contingency Task Summary Table

CONTINGENCY TASK DESCRIPTION	(UNIT) NTE	MAX QUAN.	METHOD OF COMP.	CONTINGENCY NTE AMOUNT
Task C2.6 Design Modifications	\$	1	TMM	\$ 8,692.00
Task C3.1.4 Additional Fish and Aquatic Species Salvage at the Bridge Site	\$	1	TMM	\$35,026.00
Task C3.1.5 Mitigation Site Fish & Aquatic Species Salvage and Reporting	\$	1	TMM	\$22,146.00
Task C3.3 Additional Construction Activity Monitoring	\$	1	TMM	\$47,060.00
Total NTE For All Contingency Tasks:				\$112,924.00

Exhibit B
Fee Schedule

Project Name: Knights Bridge Construction Inspection & Design Support

<div></div>												Principal Engineer VI	Professional Engineer VI	Principal Engineer III	Engineering Designer II	Technician IV	Administrative III		Construction Manager X	Inspector V		Consor Total Hours	Consor Cost	AKS Consultants	Total Task Cost	Task Total
TASKS												JO	CH	RN	RH	SC	KT									
Initial																										
Hourly Rate												\$353.00	\$216.00	\$293.00	\$171.00	\$185.00	\$128.00		\$298.00	\$181.00						
Task																										
1.1	Coordination											54							70	\$23,830.00		\$23,830.00	\$0.00			
1.2	Status Reports and Invoices											9					27	4		40	\$7,825.00	\$2,100.00	\$9,925.00			
																			0	\$0.00		\$0.00				
2.1	Conformed Construction Documents											8				8				16	\$4,304.00		\$4,304.00			
2.2	Pre-Construction Conference											2	2					2	2	8	\$2,096.00		\$2,096.00			
2.3	Project Progress Meetings											3	9						12	24	\$5,175.00		\$5,175.00			
2.4	Working Drawings, Shop Drawings, and other Submittal Reviews											40	120	40						200	\$51,760.00		\$51,760.00			
2.5	Consultation During Construction											40	120	40						200	\$51,760.00		\$51,760.00	\$51,760.00		
																			0	\$0.00		\$0.00				
3.0	Construction, Environmental Compliance and Work Zone Monitoring and Inspection																			0	\$0.00		\$0.00			
3.1	Environmental Compliance and Mitigation Monitoring																			0	\$0.00	\$12,110.00	\$12,110.00	\$24,220.00		
3.1.1	Scientific Take Permit for Fish Salvage Operations																			0	\$0.00	\$5,934.00	\$5,934.00			
3.1.2	Fish and Aquatic Species Inspection and Salvage																			0	\$0.00	\$42,760.00	\$42,760.00			
3.1.3	Permit Closeout Documentation																			0	\$0.00	\$8,230.00	\$8,230.00			
3.2	Construction Activity Monitoring CEI																		520	520	\$94,120.00		\$94,120.00			
3.4	Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)																		40	40	\$7,240.00		\$7,240.00	\$7,240.00		
																				0	\$0.00		\$0.00			
5.1	As-Constructed Plans												48	48	48	48					192	\$41,520.00		\$41,520.00	\$41,520.00	
5.2	Updated Load Rating												105								105	\$22,680.00		\$22,680.00		
	Total Hours =											156.0	404.0	128.0	48.0	56.0	27.0	0.0	22.0	574.0	0.0	1415	\$312,310.00			
	Total Cost =											\$55,068.00	\$87,264.00	\$37,504.00	\$8,208.00	\$10,360.00	\$3,456.00	\$0.00	\$6,556.00	\$103,894.00	\$0.00		\$71,134.00	\$383,444.00		
C2.6	Design Modifications [Contingency]											4	20			16					40	\$8,692.00		\$8,692.00		
C3.1.4	Additional Fish & Aquatics Species Salvage at the Bridge Site [Contingency]																						\$35,026.00	\$35,026.00	\$70,052.00	
C3.1.5	Mitigation Site Fish & Aquatic Species Salvage and Reporting [Contingency]																						\$22,146.00	\$22,146.00	\$44,292.00	
C3.3	Additional Construction Activity Monitoring																		260	260	\$47,060.00		\$47,060.00	\$47,060.00		
																				0	\$0.00		\$0.00	\$0.00		
	Total Contingency Hours =											4.0	20.0	0.0	0.0	16.0	0.0	0.0	0.0	260.0	0.0	300	\$55,752.00			
	Total Contingency Cost =											\$1,412.00	\$4,320.00	\$0.00	\$0.00	\$2,960.00	\$0.00	\$0.00	\$0.00	\$47,060.00	\$0.00		\$57,172.00	\$112,924.00		



Project Name: Knights Bridge Construction Inspection & Design Support
Project Number: XXXX
Date: 2/6/2025

Direct Labor:			\$312,310.00
Project Escalation (None)			
A. Subtotal:			\$312,310.00
Subconsultant Costs:			
(1). AKS:			\$71,134.00
B. Subconsultant Subtotal:			\$71,134.00
Other Direct Costs:			
Plotter/Computer	0.0hrs	@ \$10.0	\$0.00
Travel	0	@ \$0.670 per mi.	\$0.00
Phone/Fax			\$0.00
Delivery			\$0.00
Printing: Black Line			\$0.00
Mylar			\$0.00
8 1/2 X 11			\$0.00
11 X 17			\$0.00
Misc.	Days		
(1). Lodging/Per Diem:		\$150	\$0.00
C. Other Direct Cost Subtotal:			\$0.00
A =			\$312,310.00
B+C =			\$71,134.00
TOTAL NOT TO EXCEED =			\$383,444.00

CONTINGENCY

Direct Labor:			\$55,752.00
Project Escalation (None)			
A. Subtotal:			\$55,752.00
Subconsultant Costs:			
(1). AKS:			\$57,172.00
B. Subconsultant Subtotal:			\$57,172.00
TOTAL CONTINGENCY NOT TO EXCEED =			\$112,924.00