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Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 1, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract #1909 with Harper Houf Peterson, Righellis, Inc., for On-Call Civil Engineering and Inspection Services for Pavement Resurfacing Projects. Total Contract Value \$750,000.00 for three years. Funding is through the Community Road Fund and County Road Funds No County General Funds are involved.

Previous Board Action/Review: NA

Performance Clackamas: This work will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Jon Sparks

Contact Phone: 503-650-3235

EXECUTIVE SUMMARY: This contract is one of four on-call contracts that will provide staff with engineering and construction inspection services for the 2026, 2027, and 2028 contract resurfacing projects. Services may include asphalt paving and chip seal resurfacing projects, including the Clayson Area Paving and McNary Heights Paving projects, as well as the Cherryville to Welches Chip Seal project scheduled for 2027. For 2028, anticipated projects include the One Rosa Place Paving and Yoder Chip Seal projects. In addition, the contract may be used on an as-needed basis to support other construction projects identified by DTD during the contract period.

PROCUREMENT PROCESS: This work was advertised in accordance with ORS and LCRB Rules on March 30, 2026. Proposals were publicly opened on May 6, 2026. The County received ten (ten) proposals: AECOM Technical Services, AKS Engineering & Forestry, LLC, ACMS Northwest, Atlas Technical Consultants, LLC, Century West Engineering, Consor North America, Inc., DOWL, LLC, Harper Houf Peterson Righellis, Inc., HDR Engineering, Inc., and Apex Companies, LLC. After review of the proposals, Century West Engineering, Consor North America, Inc., DOWL, LLC, and Harper Houf Peterson Righellis, Inc., were determined to be the best qualified proposers.

RECOMMENDATION: Staff respectfully recommends that the Board approve this personal services contract with Harper Houf Peterson Righellis, Inc., for on-call engineering and construction inspection services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001909**

This Personal Services Contract (this "Contract") is entered into between **Harper Houf Peterson Righellis, Inc.** ("Contractor") and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its 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, 2028**.
- 2. Scope of Work.** Contractor shall provide the following engineering support and inspection 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 **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** for accomplishing the Work required by this Contract. Because this is an on-call or as-needed contract and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full \$750,000.00 authorized herein. 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.

This Contract is on an "on-call" or "as-needed basis" for Work. When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task. No task order shall modify or amend the terms and conditions of this Contract.

- 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: Lkitts@Clackamas.us, Tabbott@Clackamas.us and 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. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

7. Contractor and County Contacts.

Contractor Administrator: Jimmy Houf Phone: 503-221-1131 Email: Jimmyh@hhpr.com	County Administrator: Jon Sparks Phone: 503-964-4522 Email: JSparks@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. 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 negligent 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. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of County's reasonable defense costs (including reasonable attorney fees) in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

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 emailed to the County Contract Analyst.

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.
☒ 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.
☒ 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.

☒ 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 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 I, Section 7. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. 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 standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. 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, 28, 32, 33, and 34, 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. Termination.** 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 of 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. Reserved.**
- 29. Reserved.**
- 30. 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.

31. Reserved.

32. Reserved.

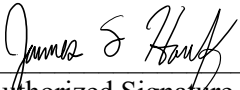
33. Reserved.

34. 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

 9-15-26

Authorized Signature Date

Chair Date

James Houf / Principal

Name / Title (Printed)

Recording Secretary

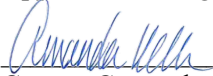
227670-81

Oregon Business Registry #

Approved for Legal Sufficiency

DBC/Oregon

Entity Type / State of Formation

 9/16/2026

County Counsel Date

EXHIBIT A
SCOPE OF WORK
RPF# 2026-22
On-Call Engineering Inspection Service for Pavement Resurfacing Projects
Issued March 30, 2026



REQUEST FOR PROPOSALS #2026-22

FOR

**On-Call Engineering and Inspection Services for
Pavement Resurfacing Projects**

BOARD OF COUNTY COMMISSIONERS

**CRAIG ROBERTS, Chair
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner
DIANA HELM, Commissioner**

**Gary Schmidt
County Administrator**

**Tralee Whitley
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 6, 2026

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	March 30, 2026
Protest of Specifications Deadline.....	April 7, 2026, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 29, 2026, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 6, 2026, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 6, 2026** (“Closing”), to provide On-Call Engineering and Inspection Services for Pavement Resurfacing Projects. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00016460.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum.
LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at TWhitley@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Department of Transportation and Development (DTD), is seeking Proposals from qualified consultants to provide On-Call Construction Engineering Support and Inspection Services for a variety of contract pavement preservation projects. This RFP has been issued for the purpose of selecting multiple engineering consultants to act as “on-call” independent contractors to perform the type and scope of work listed below as requested by the County. This Contract is on an “on-call” or “as-needed basis” for work. When the County wishes a Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this contract. Contractor may not perform work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this contract, the County Task Order shall remain in effect under the terms of this contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this contract.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County encompasses 1,879 square miles and is heavily timbered. Geographical features include Mt. Hood, the Mt. Hood National Forest (<https://www.fs.usda.gov/mthood>) and the Bull Run Watershed (<https://www.portlandoregon.gov/water/29784>). Clackamas County Department of Transportation and Development (“DTD”) is responsible for repair and replacement of County-maintained infrastructure, including 1,400 miles of paved roadways, 186 bridges and 8,100 culverts, approximately. Clackamas County DTD’s Maintenance Division is seeking written statements of qualifications from consulting firms with expertise in public works construction management, construction engineering support, and field inspection services for the 2026-2028 contract pavement resurfacing projects. Typical projects assigned may consist of any of the following:

Paving Projects: Consisting of grind and inlay, overlay existing AC pavement or removal of existing AC pavement and placing new AC pavement. This may also include pavement repairs, subgrade repairs, erosion control, temporary traffic control, guardrail modifications, pavement markers and striping and legends. Some paving projects may include ADA ramps consisting of removal of existing ADA ramps and installing new ramps or making adjustments to existing ADA ramps to comply with County current ADA standards.

Pavement Preservation Projects: Chip Seal with fog seal, Slurry Seal, AR Cape Seal.

3.3. SCOPE OF WORK

3.3.1. **Scope:**

The engineering consultant will be required to provide a variety of Construction Engineering Support and Inspection Services (“CESI”) work, though it is likely that individual tasks will be limited in scope. It is

expected that in all instances, the consultant will be required to consult with County staff to identify specific needs and discuss options for accomplishing those needs. Tasks may include, but are not limited to, the following:

1. Provide qualified personnel for project inspection services with minimal oversight from the County.
2. Be familiar with bid tabs, project budget and project deliverables.
3. Attend all project meetings, including pre-construction and kickoff meetings.
4. Maintain and provide to the county all project related documentation.
5. Review project plans.
6. Ensure construction is performed per plan.

3.3.2. Budget: It is the intent of the County to award contracts to multiple consultants. Total combined contract value will be for a sum not exceed \$250,000 per County fiscal year (July 1-June 30) over three (3) years for a total not to exceed \$750,000. Fees shall be firm during the term of the resulting contract

3.3.3. Work Schedule:

Periodically, the County will contact contracted consultants for specific projects. Upon receipt and agreement of a scope of work, the County will issue a task order for the specific work, including fees and timeline to complete the task.

3.3.4. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2028**.

3.3.5 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- ☒ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☐ Article II, Paragraph 28 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☐ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☒ Article II, Paragraph 32 – Federal Contracting Requirements
- ☒ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ 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.
- ☒ Professional 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 damages caused by error, omission or negligent acts.

- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-45
Project Understanding and Approach	0-25
Communication and Availability	0-25
Supportive Information	0-5
Available points	0-100

- 4.3** Once a selection has been made, the Proposer will be required to submit its proposed fees for completion of the project. The proposed fees must be on a time and material basis with a not to exceed for each phase of the Work. The proposed fees must be reasonable and fair to the County, as determined solely by the County.

During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, negotiations shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **11 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count. Pages shall be 8-1/2" x 11" standard sheet size, 11 point font, single-spaced.

Provide the following information in the order in which it appears below:

5.2 Cover Letter (not to exceed 1 page):

The cover letter should clearly identify the proposing entity and address; the contact name, phone number and email address for the procurement and contract negotiation process; and be signed by an authorized representative or official.

5.3 Proposer's General Background and Qualifications (not to exceed 4 pages):

This criterion relates to the Proposer's firm and key individuals qualifications, capabilities, and experience. Provide a description of the following:

- Provide a general overview of the firm including size of staff, location of staff in proximity to Clackamas County, background of company, specific qualifications and expertise, etc.
- Provide experience of the firm and staff with similar projects within the past five years. Include experience that best characterize work quality and cost control (references are required to be submitted).
- Include the name of individuals and their qualifications of who will be performing the work on the project. Identify any subcontractors that will be included on the team.
- Provide any additional supportive information that will illustrate the company's qualifications.

5.4 Project Understanding and Approach (not to exceed 2 pages):

This criterion relates to the Proposer's understanding of the project and the methodology and course of action used to meet the goals and objectives of the project. The issue is whether the Proposer has a clear and concise understanding of the project based on existing information. Elements to be considered include the following:

- Proposer's understanding of the project as demonstrated in the RFP.
- Proposer's awareness of key issues.
- Proposer's awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- At least one page (11" X 17" allowed) of this section shall be dedicated to providing a detailed matrix illustrating tasks, subtasks and percent of overall project resources on one axis, and a timeline on the other axis.

- Proposer’s understanding and ability to incorporate comments from the stakeholders into the overall project.

5.5 Communication and Availability (not to exceed 2 pages):

This criterion relates to accessibility and availability for project work, meetings, and other interaction with the County. Elements to be considered include the following:

- Ongoing projects for key staff and percent contracting availability for assignment to this project.
- Resources available to perform the work for the duration of the project.
- Ability to include Clackamas County’s concerns into project development.
- Accessibility for interaction with the County for meetings and other project tasks.
- Ability to establish and maintain functional, productive working relationships.

5.6 Supportive Information (not to exceed 2 pages):

Supportive material that the County should take into consideration for the project or qualifications may include graphs, charts, photographs, resumes, references, etc., and is completely discretionary. Please note that the material included as supportive information will not be considered when scoring any sections of the Proposal other than “Supportive Information”.

5.7 Completed Proposal Certification (see the following form)

PROPOSAL CERTIFICATION**RFP #2026-22**Submitted by: Harper Houf Peterson Righellis Inc.**(Must be entity's full legal name, and State of Formation)**

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

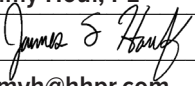
SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Jimmy Houf, PEDate: May 6th, 2026Signature: Title: PrincipalEmail: jimmyh@hhpr.comTelephone: 503.221.1131Oregon Business Registry Number: 227670-81

OR CCB # (if applicable): _____

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company☒ Resident Quoter, as defined in ORS 279A.120☐ Non-Resident Quote. Resident State: _____RFP#2026-22 On-Call Engineering and Inspection Services for
Pavement Resurfacing Projects

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EXHIBIT B
CONTRACTOR'S PROPOSAL

May 6, 2026

Tralee Whitley

Contract Analyst, Clackamas County

✉ TWhitley@clackamas.us



Harper
Houf Peterson
Righellis Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • SCIENTISTS

RE: REQUEST FOR PROPOSALS #2026-22 | On-Call Engineering and Inspection Services for Pavement Resurfacing Projects

Dear Tralee and Members of the Selection Committee,

Clackamas County (County) is providing important infrastructure improvements for the traveling public through its pavement preservation program. To construct these improvements as efficiently as possible, the County is looking to supplement its in-house construction engineering and inspection capabilities with qualified consultants to provide these services on an on-call basis.

Harper Houf Peterson Righellis (HHPR) is ideally suited to serve this on-call contract for the following reasons:

- **Extensive construction engineering and inspection experience on County pavement improvement projects.** HHPR has provided construction management and inspection services on countless County pavement resurfacing projects. HHPR has designed more roadway projects for the County than any other engineering consultant, and we frequently provide construction engineering and inspection services. From this experience, we are familiar with the County and documentation requirements and will integrate seamlessly as a member of the County's team.
- **Comprehensive, local construction engineering and inspection resources.** From our Sellwood office, HHPR offers full construction management and inspection services, including construction managers, engineers, inspectors, and contract administrators. Additionally, we offer related services, including surveyors who perform construction staking as well as roadway design engineers who are experienced and skilled at reading and interpreting plans. We have overlap in these positions, allowing us to perform multiple construction inspection task orders simultaneously, and our team has the flexibility to accommodate County needs, such as staffing multiple projects.
- **Experience serving on-call contracts.** HHPR understands the needs of on-call contracts, and we provide on-call services to local agencies throughout Oregon, including on-call contracts for construction management and inspection services.

Jimmy Houf and Neil Waibel are both authorized to negotiate and sign any contract that may result from this proposal. HHPR's address is included in the footer and our phone numbers and email addresses are included below.

Sincerely,

HARPER HOUF PETERSON RIGHELLIS INC.

Jimmy S. Houf, PE
Principal

JimmyH@hhpr.com | 503.221.1131

Neil Waibel, PE
Construction Manager | Associate Principal
Neil@hhpr.com | 503.221.1131

118
of
Employees

36
Years in
Business

5
Offices in the
Pacific NW

**SERVING CLACKAMAS COUNTY
FOR MORE THAN 34 YEARS**

HEADQUARTERS

PORTLAND

205 SE Spokane Street, Suite 200
Portland, Oregon 97202

**HHPR will manage the project from
our principal office in Portland**

AREAS OF EXPERTISE



Civil Engineering



Structural Engineering



Construction Management



Land Use Planning



Public Involvement



Environmental Services



Landscape Architecture



Land Surveying

FIRM RECOGNITION



**Best Firms to Work For
ZweigGroup**



**100 Best Companies
Oregon Business**

General Overview

HHPR is an Oregon-based firm of civil and structural engineers, construction managers and inspectors, land surveyors, land use planners, landscape architects, and natural resource scientists. For 36 years, we have served public and private clients throughout Oregon and Southwest Washington, including completion of more than 115 projects for the County and countless projects within Clackamas County. HHPR has a staff of 118 professionals working from offices in Portland, Salem, Eugene, and Bend, Oregon; and Vancouver, Washington. All our proposed staff for this project work in our Portland office, which is within 20 minutes of Clackamas County offices.

Qualifications & Experience

HHPR provides comprehensive construction services, including construction management, engineering, inspection, and administration. Our pavement rehabilitation construction experience ranges from rural roadways near sensitive environmental areas to large federally funded pavement improvements in constrained urban roadways, and we have the expertise necessary to interpret engineering plans, respond to RFIs, and follow the documentation requirements necessary to meet the needs of the task order. HHPR's inspectors maintain active ODOT certifications for general inspection, as well as specialty inspection certifications for such items as asphalt concrete pavement, environmental construction, and ADA curb ramps, which will enable them to perform inspection at any sites located on or near ODOT facilities.



HHPR Prime Consultant

Construction Project Managers

Neil Waibel, PE

Joe Morrissey, PE

Principal-in-Charge

Jimmy Houf, PE

Construction Inspection & Contract Administration

Mustaf Mohamed, EIT | Inspector

Jonathan LaCome | Inspector

James Roberts, EIT | Inspector

Taylor Alton, EIT | Inspector

Matthew Lehrbach, EIT | Inspector

Kirby Maxson | Contract Administrator



Asphalt Paving Inspection



ADA Ramp Inspection



Utility Installation Inspection



Inspection in Sensitive Environments

Similar Projects within the Past Five Years

The following is a brief but representative list of projects including pavement resurfacing within the past 5 years on which HHPR provided construction management and inspection services. (See project photos on page 4.)

1 CRC Mobility Improvements | Clackamas County

Description: The CRC Mobility Project included improvements to Sunnyside Road, SE 82nd Avenue, SE Harmony Road and the I-205/Sunnyside Road Interchange. HHPR designed and managed construction of over 60 ADA ramps and islands, 10 signalized intersections, multiple Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossings, bridge widening and railing improvements, interchange improvements, and construction of separated bike and pedestrian facilities.

HHPR managed construction of pavement rehabilitation of the five-to-eight-lane segment of Sunnyside Road from SE 82nd Avenue (Hwy 213) to SE 101st Avenue which also included the I-205/Sunnyside Road Interchange. HHPR developed a complex traffic control plan and Temporary Pedestrian Access Route (TPAR) and worked closely with the County, WES, ODOT, TriMet, emergency services, and numerous local agencies and stakeholders to provide construction updates through email blasts and the project website.

Similar Services: Full construction management and inspection services for the County which included pavement resurfacing.

PROJECT COMPLETION: 2021

Team Member & Roles:

- Neil Waibel, PE - Construction Mgr.
- Jimmy Houf, PE - Project Engineer

Reference: David Queener,
Development Agency Program Supervisor,
Clackamas County
503.742.4332 | davidque@clackamas.us

2 OR99W: I-5 to McDonald Street Improvements | ODOT & City of Tigard

Description: HHPR provided design and full construction management and inspection services on this ODOT 3R project to rehabilitate a 2.8-mile pavement section of OR99W between I-5 and McDonald Street in Tigard. The project included 150 new ADA sidewalk ramps, 1 mile of sidewalk infill, 14 signal modifications with new pedestrian push buttons and radar detection, signing and striping, and 22 retaining walls. The constructed improvements also included bridge deck rehabilitation and installation of a waterproofing membrane prior to paving the entire four-to-six-lane section in the nearly 3-mile corridor.

HHPR coordinated between the contractor and 14 utility providers and resolved 435 known preconstruction conflicts. Due to the nature of the 100-year-old highway corridor, two dozen additional utility and abandoned structures and potential environmental conflicts were noted and quickly resolved by the HHPR team. HHPR provided a project average RFI response time of less than 5 days, with the vast majority of RFIs resolved the same or next business day. HHPR provided a three-person inspection staff supporting multiple shifts of work to deliver the project under budget.

Similar Services: Full construction management and inspection services which included pavement resurfacing.

PROJECT COMPLETION: 2024

Team Member & Roles:

- Neil Waibel, PE - Project Manager
- Joe Morrissey, PE - Construction Mgr.
- Mustaf Mohamed - Inspector
- James Roberts - Inspector
- Taylor Alton - Inspector
- Kirby Maxson - Contract Administration

Reference: Nathan Potter, PE, PMP,
Resident Engineer. ODOT Region 1
503.742.4688 |
nathan.potter@odot.oregon.gov

3 Lolo Pass Road Stabilization & Surface Preservation | Clackamas County**PROJECT COMPLETION: 2021**

Description: HHPR managed design and construction of pavement preservation in the form of spot asphalt repairs and grind-and-inlay to approximately 4 miles of Lolo Pass Road north of US26 for the County. The project also included bank restoration along a segment of the corridor adjacent to the Sandy River that was experiencing scour that threatened the roadway, along with detailed restoration and temporary water management plans to complete the improvements. HHPR worked closely with the County, the contractor, and Western Federal Lands to construct the project within the tight in-water work and paving window along the Sandy River.

Similar Services: Full construction management and inspection services for the County which included pavement resurfacing.

Team Member & Roles:

- Neil Waibel, PE - Construction Mgr.
- Jimmy Houf, PE - Project Engineer

Reference: Mike Ward, Project Manager, Clackamas County
503.742.4688 | mward@clackamas.us

4 362nd Avenue Safety Improvements | Clackamas County**PROJECT COMPLETION: 2024**

Description: The project includes pavement overlay, pavement rehabilitation and shoulder widening of 362nd Avenue from Skogan Road to OR211 south and west of Sandy, Oregon. The existing shoulders are very narrow and steep resulting in vehicle safety concerns. The County is improving safety along this section of roadway by widening and paving existing shoulders and implementing low to medium-cost countermeasures to increase safety by reducing the number and severity of crashes. In keeping with the project's original intent, only 70% of the shoulder will be built to full width (4,800 LF). The initial cost estimate was developed presuming shoulders will be widened where feasible, without the need to obtain permanent right-of-way (ROW) easements, lengthen culverts, build walls and impact streams. Stormwater management was designed utilizing Best Management Practices and Low Impact Development Approaches per WES design standards as adopted by Clackamas County DTD. HHPR is providing project management, civil engineering, surveying, environmental services, public involvement/outreach, and landscape architecture.

Similar Services: Full construction management and inspection services for the County which included pavement resurfacing.

Team Member & Roles:

- Neil Waibel, PE - Construction Mgr.
- Jimmy Houf, PE - Project Engineer
- Mustaf Mohamed - Inspector

Reference: Bob Knorr, Project Manager, Clackamas County DTD
503.742.4680 | rknorr@clackamas.us

5 Linwood Avenue Improvements | Clackamas County**PROJECT COMPLETION: 2024**

Description: This project created continuous shared-use paths for pedestrians and cyclists on both sides Linwood Avenue from Monroe Street to Johnson Creek Boulevard. The project also included a new pedestrian bridge over Johnson Creek, utility infrastructure improvements, stormwater management, two signal modifications at King Road and Johnson Creek Boulevard, intersection and ADA ramp designs, pavement rehabilitation, street lighting, and floodplain and Habitat Conservation Area (HCA) mitigation. This phase included 71 driveways, 41 ADA ramps, 12 intersections, and 4 retaining walls.

The HHPR team provided project management, civil engineering, stormwater management, traffic engineering, street lighting, pavement design/rehabilitation, landscape architecture, environmental services, ROW, utility coordination, public involvement, bidding assistance, and construction services.

Similar Services: Full construction management and inspection services for the County which included pavement resurfacing.

Team Member & Roles:

- Neil Waibel, PE - Construction Mgr.
- Jimmy Houf, PE - Project Manager
- Mustaf Mohamed - Inspector
- James Roberts - Inspector
- Taylor Alton - Inspector

Reference: Ken Ite, Sr. Project Planner, Clackamas County
503.742.5444 | kennethite@clackamas.us

6 Oregon City 2025 Pavement Maintenance Program | City of Oregon City**PROJECT COMPLETION: 2025**

Description: HHPR led the first year of the City's Five-Year Pavement Maintenance Plan (2025-2029). HHPR was responsible for design and construction inspection for this annual road resurfacing program, which aims to rehabilitate pavement on selected roads. The work is funded by the City's Pavement Maintenance Utility Fees (PMUF) program. The project scope included installation of 25 ADA curb ramps, as well as various full depth reconstruction, mill and inlay, and overlay treatments on a rotating selection of City roadways. Services provided include project management, roadway design, utility coordination, surveying, bidding services, construction management, and inspection.

Similar Services: Full construction management and inspection services which included pavement resurfacing.

Team Member & Roles:

- Joe Morrissey, PE - Construction Mgr.
- Jimmy Houf, PE - Project Engineer
- Taylor Alton - Inspector

Reference: Josh Wheeler, Assistant City Engineer, City of Oregon City
971.204.4634 | jwheeler@orc.org

7 Monroe Street Improvements | Clackamas County**PROJECT COMPLETION: UNDER CONSTRUCTION**

Description: The Monroe Street Neighborhood Improvements project is making enhancements to improve safety and connectivity for pedestrians, cyclists, and motorists along SE Monroe Street, SE 72nd Avenue, and SE Thompson Road. The project includes a continuous multi-use path, mini-roundabout, utility improvements, stormwater facilities, landscaping, and street lighting. These improvements will connect the network and add bicycle and pedestrian facilities between SE Fuller Road and SE Linwood Avenue. This project included 64 driveways, 45 ADA ramps, and 13 intersections.

The HHPR team provided project management and coordination, roadway design, public involvement, utility coordination, environmental reconnaissance and permitting, hazardous materials, stormwater design/management, geotechnical engineering, ROW, landscape architecture, and construction services.

Similar Services: Full construction management and inspection services for the County which included pavement resurfacing.

Team Member & Roles:

- Neil Waibel, PE - Construction Mgr.
- Jimmy Houf, PE - Project Manager
- Taylor Alton - Inspector
- Matthew Lehrbach - Inspector
- Kirby Maxson - Contract Administration

Reference: Jordan Cools, Project Manager, Clackamas County
971.288.8136 | jcools@clackamas.us

8 10th Street & Salamo Road Improvements | City of West Linn**PROJECT COMPLETION: 2024**

Description: The project improvements included a mini roundabout at the Willamette Falls Drive/10th Street intersection, corridor improvements along 10th Street and Salamo Road, and pavement rehabilitation along Barrington Drive. The project provided continuous bike and pedestrian facilities from Barrington Drive to the City's Willamette Falls Drive business district. HHPR provided project management, civil engineering, surveying, public involvement, landscape architecture, construction management, and inspection.

Similar Services: Full construction management and inspection services which included pavement resurfacing.

Team Member & Roles:

- Jimmy Houf, PE - Project Manager
- Mustaf Mohamed - Inspector

Reference: Erich Lais, PE, Project Manager, City of West Linn
503.722.3434 | elais@westlinnoregon.gov

THE PHOTOS BELOW CORRESPOND TO THE PROJECT EXAMPLES SHOWN ON PAGES 2-3



CRC Mobility Improvements



OR99W



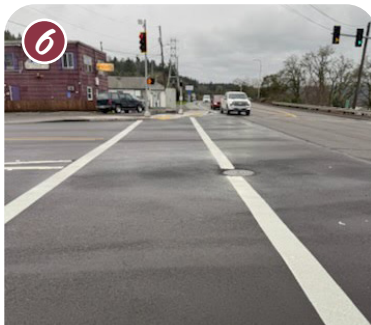
Lolo Pass Road



362nd Avenue



Linwood Avenue



Oregon City Paving Program



Monroe Street



10th Street & Salamo Road

Project Team

HHPR has assembled an experienced construction management and inspection team to serve the County's on-call contract. Contract Manager Jimmy Houf, PE, carefully selected team members based on their history of providing successful construction services on past pavement rehabilitation projects for the County, ODOT, and other local agencies in Oregon and Southwest Washington. We also selected construction inspection staff with current ODOT inspection certifications to provide maximum flexibility in responding to a variety of sites and potential project issues. In addition to the inspectors shown below, HHPR has a deep bench of engineers and inspectors with experience providing similar services that we can call upon, as necessary, to deliver multiple task orders simultaneously.

Team Member	Qualifications & Expertise	Similar Experience
 Jimmy Houf, PE <i>Principal-in-Charge</i> PE, OR #86200	14 years of experience in engineering design, project management, with experience designing and managing pavement improvement projects. - Worked on more than 40 projects for the County, including pavement rehabilitation projects, allowing him to read and interpret engineering plans, if necessary. - HHPR's Portland Office Manager who has served as contract manager for on-call contracts and quickly responds to task orders with proper resourcing to meet each project's schedule and budget goals.	- CRC Mobility Improvements, Clackamas County - Lolo Pass Road, Clackamas County - Linwood Avenue Improvements, Clackamas County - Monroe Street Improvements, Clackamas County 362nd Avenue Safety Improvements, Clackamas County 2023 & 2025 Road Design Program, City of West Linn 10th Street & Salamo Road, City of West Linn - Western Avenue Improvements, City of Beaverton
 Neil Waibel, PE <i>Construction Project Manager</i> PE, OR #58613	- Worked on 36 County projects spanning 28 years, including extensive experience managing construction of pavement rehabilitation projects. - Experienced QA/QC and constructability reviewer. - Experienced managing pavement construction throughout Clackamas County from large, high-volume roadways in constrained corridors to rural single-lane roadways in environmentally sensitive sites. - Skilled at interpreting engineering plans, and resolving issues in the field.	- CRC Mobility Improvements, Clackamas County - OR99W: I-5 to McDonald Street, ODOT - Lolo Pass Road, Clackamas County 362nd Avenue Safety Improvements, Clackamas County - Linwood Avenue Improvements, Clackamas County - Monroe Street Improvements, Clackamas County - D Street Construction Management, Clackamas County - Nichols Blvd. Pavement Restoration, City of Longview
 Joe Morrissey, PE <i>Construction Project Manager</i> PE, OR #89604	- Well versed in managing large and diverse construction services teams while ensuring project and contractual goals are met. - Communicates well with agency staff, contractors, and the public, maintaining open lines of communication and ensuring the safety of those onsite and the adjacent public. - Maintains all relevant ODOT construction inspection certifications, including ADA inspection, that may be required for any sites on or adjacent to ODOT facilities.	- OR99W: I-5 to McDonald Street, ODOT - Ice Age Drive CA/CEI: Oregon St - Dahlke Ln, ODOT - OR141 (Hall Blvd): Scholls Ferry Rd to Locust St, ODOT - Westside Pedestrian & Transit Improvements, ODOT - Oregon City 2025 Pavement Maintenance, City of Oregon City - Lakeshore Drive Improvements CM, City of Woodland - Gun Club Road CM & Inspection, City of Woodland

Team Member	Qualifications & Expertise	Similar Experience
 Mustaf Mohamed Construction Inspector ODOT-Certified Inspector	6 years of experience as a civil engineering designer who is skilled in AutoCAD Civil 3D, MicroStation, and InRoads. - Has performed civil design, construction inspection and other related services on several transportation projects for local municipalities as well as Certified Local Agencies on projects with federal funding. - Experience inspecting construction for ODOT and local agencies throughout the region, including Clackamas County, City of Happy Valley, City of Milwaukie, City of Portland, Multnomah County, and City of Beaverton. - Certified ODOT Inspector for General Construction, Asphalt Concrete Pavement, Environmental Construction, Drilled Shaft, Traffic Signal, and ADA Curb Ramps.	- OR99W: I-5 to McDonald Street, ODOT 362nd Avenue Safety Improvements, Clackamas County - Linwood Avenue Improvements, Clackamas County 10th Street & Salamo Road, City of West Linn - Ice Age Drive CA/CEI: Oregon St - Dahlke Ln, ODOT - Western Avenue Improvements, City of Beaverton - OR141 (Hall Blvd): Scholls Ferry Rd to Locust St, ODOT - Allen Blvd & 92nd Shared-Use Path, City of Beaverton
 Jonathan LaCome Construction Inspector ODOT-Certified Inspector	8 years of experience as a construction inspector who has provided inspection services on multiple local agency projects. - Maintains multiple ODOT construction inspection certifications. - Adept at performing daily inspection activities and communicating effectively with agencies, contractors, project teams, and the public. - Certified ODOT inspector for General Construction, Asphalt Concrete Pavement, Environmental, Drilled Shaft, Traffic Signal, and ADA Curb Ramps.	- OR99W: I-5 to McDonald Street, ODOT - Linwood Avenue Improvements, Clackamas County - Ice Age Drive CA/CEI: Oregon St - Dahlke Ln, ODOT 2025 Roadway Reconstruction, City of Oregon City - Westside Pedestrian & Transit Improvements, ODOT - ADA Ramps (Clackamas/Cornelius Pass/Beaverton), ODOT 2025 Roadway Reconstruction, City of Oregon City
 James Roberts Construction Inspector ODOT-Certified Inspector	6 years of experience as a civil designer and construction inspector working on projects that included grading, streets, green streets, storm drainage, sanitary sewer, water systems design, ROW acquisition coordination, cost analysis, and inspection. - Has been involved in the design process of both public works and private land development projects, which included ADA ramp inspections, General Daily Progress Reports, and quantities and paynotes. - Certified ODOT inspector for General Construction, Asphalt Concrete Pavement, ADA Curb Ramps, and CESCL.	- Monroe Street Improvements, Clackamas County - SE 172nd Avenue Improvements, Clackamas County - Linwood Avenue Improvements, Clackamas County - OR99W: I-5 to McDonald Street, ODOT - Ice Age Drive CA/CEI: Oregon St - Dahlke Ln, ODOT - OR141 (Hall Blvd): Scholls Ferry Rd to Locust St, ODOT - SE 129th Sidewalks, City of Happy Valley
 Taylor Alton, EIT Construction Inspector ODOT-Certified Inspector	- Almost 4 years of experience in construction inspection and civil engineering design on transportation projects. - Performed construction inspection on four County projects, gaining experience working with County staff and providing project documentation to County requirements and expectations. - Certified ODOT inspector for General Construction.	- OR99W: I-5 to McDonald Street, ODOT - SE 172nd Avenue Improvements, Clackamas County - Monroe Street Improvements, Clackamas County - Linwood Avenue Improvements, Clackamas County - Damascus Parr Lumber Inspection, Private Client - Oregon City 2025 Pavement Maintenance, City of Oregon City
 Matthew Lehrbach, EIT Construction Inspector ODOT-Certified Inspector	- Almost 2 years of experience in construction inspection and civil engineering design on transportation projects. - Performed construction inspection on two County projects and experienced at supporting HHPR-led construction management efforts. - Certified ODOT inspector for General Construction, ADA Curb Ramps, and CESCL.	- SE 172nd Avenue Improvements, Clackamas County - Monroe Street Improvements, Clackamas County - Ice Age Drive CA/CEI: Oregon St - Dahlke Ln, ODOT - Paving Program, City of Milwaukie - OR8: TV Hwy at SW 142nd & 214th Ave, ODOT - N Delta Highway Improvements, City of Eugene
 Kirby Maxson Contract Administrator	- Contracting background that provides a unique understanding of safety requirements, construction process, and administrative activities needed during project construction. - Specializes in contract administration and coordination, including pay estimate preparation, maintaining and tracking project documentation - Comprehensive understanding of the forms and processes. - Thoroughly reviews of contractor-submitted documents and reports to identify errors and request revisions where needed, and carefully completes items submitted on behalf of the local agency.	- OR99W: I-5 to McDonald Street, ODOT - SE 172nd Avenue Improvements, Clackamas County - Ice Age Drive CA/CEI: Oregon St - Dahlke Ln, ODOT - Powell-Division Safety Improvements Administration Support, TriMet - Westside Pedestrian & Transit Improvements, ODOT - OR141 (Hall Blvd): Scholls Ferry Rd to Locust St, ODOT - Lakeshore Drive Improvements CM, City of Woodland - Gun Club Road CM & Inspection, City of Woodland

Proposer's Understanding of the Project

HHPR has extensive experience providing construction management, engineering support, and inspection services for Clackamas County. Over the past 35 years, HHPR has completed over 115 County public works projects, most of which have included surface paving or pavement rehabilitation, as well as construction-phase support. We are familiar with the key issues critical to a successful project and know the requirements necessary to deliver projects on schedule and within budget. Due to limited space, we will not repeat the scope of work as outlined in the RFP; however, HHPR is familiar with all of the listed roadway resurfacing methods and supplemental services. HHPR has demonstrated expertise managing design and construction of ADA-compliant ramps and can provide construction-related support for all the related services noted in this RFP. **HHPR anticipates the following key tasks for each project:**

Key Issues	
TASK 1 Project Notification.	The County will notify HHPR PM of the need for Construction Engineering Support and Inspection Services (CESI). While HHPR is capable of providing all of the requested services, we understand that individual tasks may be limited in scope.
TASK 2 HHPR/County PM Review.	HHPR PM will consult with County staff to identify specific project needs and discuss options for accomplishing those needs. HHPR will review relevant project-specific documents and work with the County to develop a scope that meets the project's needs.
TASK 3 HHPR Team Project Review.	Upon receipt of a County Task Order to complete work, HHPR personnel identified for project involvement will review project documents, such as bid tabs, project budget, schedule, and develop a schedule for required deliverables. A thorough review of project documents will enable our team to quickly get up to speed and provide meaningful insights into project delivery.
TASK 4 Project Meetings.	HHPR personnel will attend and participate in all project meetings, including pre-construction, kickoff, and others as required. HHPR's experience delivering projects through construction will shine through meaningful contributions at project meetings.
TASK 5 Inspection Services.	HHPR's experienced inspectors can complete inspection services with minimal County oversight. Inspectors will observe/document construction activities, maintain project reports and photos, track quantities for payment, and coordinate with County PM and project stakeholders when needed.
TASK 6 Document Review.	HHPR will provide Construction Engineering services including review of material submittals, RFIs, and contractor quality documentation. HHPR can also review change order requests and progress payments.
TASK 7 Final Inspections.	HHPR will support final inspections, develop the project punch list, and review corrective work to ensure all construction is completed in accordance with the plans.
TASK 8 Project Closeout.	HHPR will deliver final project documentation, inspection reports, photos, and as-constructed markups to the County. Inspectors will maintain all project documentation throughout construction to streamline the closeout process.
TASK 9 Manager Review.	HHPR PMs will check in regularly with County staff to ensure individuals assigned to County projects are meeting or exceeding expectations. Regular communication is critical to identify and address any issues that arise and make corrections quickly to keep projects on track.

Produce Project Deliverables On Schedule & Within Budget

CM/Inspector documentation and deliverables are critical to ensuring projects are completed per plan, while staying on schedule and within budget. **Examples of anticipated deliverables include:**

DAILY INSPECTION REPORTS. Document progress of work, photos, issues/resolution.	EC MONITORING. Document erosion control and corrective work.
QUANTITY VERIFICATION FORMS. Track quantities for payment.	TRAFFIC CONTROL & SAFETY. Review TCIR, TPAR, TCPs.
CONSTRUCTION SCHEDULE. Review master schedule and 3-week look-aheads.	QUALITY DOCUMENTATION. Compaction/density testing, Retroreflectivity (stripe), ADA ramp forms.
SUBMITTALS/CHANGES. Material submittals, shop drawings, RFIs, CORs, FA tracking.	

Staying on budget means staying on schedule. HHPR will review and track progress of work against the contractor's projected schedule. HHPR will proactively identify potential conflicts and coordinate timely resolutions to prevent project delays.

Understanding & Ability to Incorporate Stakeholder Comments

HHPR will remain flexible to incorporate stakeholder comments and adjust the scope of work as necessary to meet changing project needs.

"Joe Morrissey and the entire team at HHPR are an outstanding partner and proved instrumental in developing and delivering a complex project on OR99W through Tigard. Their attention to detail and understanding of the ODOT, regional partners, and the corridor have managed a number of unforeseen issues and kept our contractor on track for an on time delivery."

- Nathan Potter, PE, Project Manager, ODOT Region 1

The Sample Matrix below demonstrates examples of possible project scope/tasks. Actual personnel, tasks, and % of project resources will be determined by County and HHPR PM's and tailored to fit project construction schedule and needs.

SAMPLE MATRIX			Task Description	% of Project Resources	Time												PAVING SEASON				
					February	March			April	May	June	July	August	September	October	November					
PROJECT 1	▶ PROJECT 1 - Construction Duration			--																	
	TASK 1 Project Notification - Full Services CESI			--																	
	TASK 2 HHPR PM reviews project PSE, coordinates with County PM to identify specific needs and discuss options to meet those needs			5%																	
	TASK 3 HHPR team (as required) review project PSE, budget, deliverables, prepares project forms			5%																	
	TASK 4 Attend Project Meetings (including pre-construction and kickoff)			10%																	
	TASK 5 Provide Inspection Services (as required), maintain project related documentation, coordinate with County PM and project stakeholders			50%																	
	TASK 6 Review/Respond to material submittals, quality documents, compaction tests, RFI's			10%																	
	TASK 7 Perform final inspections, punchlists, follow up to ensure construction is completed per plan			5%																	
	TASK 8 Project Closeout - Final Project Documentation, Inspection Reports, Photos, Asbuilt Records			10%																	
	TASK 9 HHPR/County PM - Review project/team performance			5%																	
PROJECT 2	▶ PROJECT 2 - Construction Duration			--																	
	TASK 1 Project Notification - Inspection Support Only			--																	
	TASK 2 HHPR PM reviews project PSE, coordinates with County PM to identify specific needs and discuss options to meet those needs			5%																	
	TASK 3 HHPR CM/Inspector (as required) review project PSE, budget and anticipated deliverables, prepares project forms			5%																	
	TASK 4 Attend Project Meetings (including pre-construction and kickoff)			10%																	
	TASK 5 Provide Inspection Services (as required), maintain project related documentation, coordinate with County PM and project stakeholders			65%																	
	TASK 6 Review/Respond to material submittals, quality documents, compaction tests, RFIs			N/A																	
	TASK 7 Perform final inspections, punchlists, follow up to ensure construction is completed per plan			5%																	
	TASK 8 Project Closeout - Final Project Documentation, Inspection Reports, Photos, Asbuilt Records			5%																	
	TASK 9 HHPR/County PM - Review project/team performance throughout and at completion			5%																	
PROJECT 3	▶ PROJECT 3 - Construction Duration			--																	
	TASK 1 Project Notification - Construction Engineering Support Only			--																	
	TASK 2 HHPR PM reviews project PSE, coordinates with County PM to identify specific needs and discuss options to meet those needs			5%																	
	TASK 3 HHPR CM//Engineer (as required) review project PSE, budget and anticipated deliverables			10%																	
	TASK 4 Attend Project Meetings (including pre-construction and kickoff)			10%																	
	TASK 5 Provide Construction Observation Support (as required to respond to project issues), maintain project related documentation, coordinate with County PM and project stakeholders			15%																	
	TASK 6 Review/Respond to material submittals, quality documents, compaction tests, RFIs			40%																	
	TASK 7 Participate in final inspections, punchlists, follow up to ensure construction is completed per plan			5%																	
	TASK 8 Project Closeout - Final Project Documentation, Inspection Reports, Photos, Asbuilt records			10%																	
	TASK 9 HHPR/County PM - Review project/team performance throughout and at completion			5%																	

Ongoing Projects & Percent Contracting Availability

The HHPR team has ample capacity to successfully deliver multiple concurrent task orders for the County under this on-call contract. Below is our current project workload as well as our anticipated availability and involvement based on existing hours projections.

Key Team Member	Current Workload	Anticipated Availability		
		2026	2027	2028
Jimmy Houf, PE <i>Principal-in-Charge</i> HHPR Portland-Based	- Clackamas County Monroe Street Improvements - Clackamas County 172nd Avenue Improvements - Clackamas County SE Courtney Avenue Improvements - Clackamas County Welches Road Bike & Pedestrian Improvements - Washington County Walker Road Improvements	20%	20%	20%
Neil Waibel, PE <i>Construction Manager</i> HHPR Portland-Based	- Clackamas County Monroe Street Improvements - Clackamas County 172nd Avenue Improvements - Clackamas County 82nd Drive & SE Jennifer Street - Clackamas County Oregon Trail Elementary School RRFB	75%	40%	40%
Joe Morrissey, PE <i>Construction Manager</i> HHPR Portland-Based	ODOT Ice Age Drive CA/CEI	15%	75%	75%
Mustaf Mohamed, EIT <i>Construction Inspector</i> HHPR Portland-Based	ODOT Ice Age Drive CA/CEI	0%	100%	100%
Jonathan LaCome <i>Construction Inspector</i> HHPR Portland-Based	- City of Woodland, WA Development Review On-Call Tasks - City of Woodland, WA Gun Club Road Inspection	20%	20%	20%
James Roberts, EIT <i>Construction Inspector</i> HHPR Portland-Based	Clackamas County Monroe Street Improvements	75%	50%	50%
Taylor Alton, EIT <i>Construction Inspector</i> HHPR Portland-Based	- Beaverton School District Barnes Elementary School - City of Tigard Tigard Public Works Facility	20%	100%	100%
Matthew Lehrbach, EIT <i>Construction Inspector</i> HHPR Portland-Based	- Clackamas County SE 172nd Avenue Improvements - Clackamas County Monroe Street Improvements - ODOT Ice Age Drive CA/CEI	50%	100%	100%
Kirby Maxson <i>Contract Administration</i> HHPR Portland-Based	- Clackamas County SE 172nd Avenue Improvements - ODOT Ice Age Drive CA/CEI - City of Woodland, WA Gun Club Road Inspection - TriMet Powell-Division Safety Improvements Administration Support	30%	30%	30%

"HHPR is a highly respected civil engineering firm with decades of experience and a well-rounded team of professionals who are knowledgeable across all areas of design and construction."

- Chris Randall, Public Works Director, City of Happy Valley

“Clackamas County continues to benefit from the good relationships HHPR maintains with federal, state, and other local agencies. HHPR provides professionalism, quality, expertise, knowledge, and integrity with a commitment to customer satisfaction.”

- Terry Mungenast, Technical Services Manager, Clackamas County (Retired)

Resources Available

HHPR has a staff of 118 full-time employees with the capacity to complete over 11,000 project hours per month. We accomplish this with careful scheduling and commitment of time. HHPR project managers hold a weekly project scheduling meeting to ensure that the appropriate personnel and hours are scheduled for each project's needs. Our construction management and inspection team includes multiple construction managers and inspectors which will enable us to respond quickly to task orders and perform multiple task orders simultaneously if requested.

Ability to Include County Concerns into Project Development

As an on-call consultant, HHPR will serve as an extension of the County's staff. Whether the County asks us to provide full construction management services on a pavement resurfacing project or to provide supplemental inspection staff to a County-led construction management effort, we will advocate for the County's interests when interacting with contractors, utility providers, stakeholders, and the public. If issues or concerns arise during a pavement resurfacing construction project, HHPR will immediately consult with the County and any other applicable parties to quickly resolve the dispute and maintain the construction schedule. HHPR has a long history of working closely with the County to deliver pavement resurfacing projects, and we will leverage our strong working relationships with County staff to communicate issues proactively and identify solutions.

Accessibility for Interaction with County

HHPR's headquarters is in the Sellwood area of Portland, approximately 20 minutes from County offices. Further, several of our key staff members live within Clackamas County. Travel time to project sites will be minimal. In addition to face-to-face meetings, our team is equipped with the latest in communications technology, including smart phones, email, video, and teleconferencing. When you need us, we will respond quickly and make ourselves available for meetings, site visits, and any other project tasks.

Ability to Establish and Maintain Working Relationships

HHPR has completed over 8,000 projects over the last three decades. This includes work for over 75 local agencies and districts in Oregon. HHPR has also developed solid relationships with contractors, utility providers, and permitting agencies and has worked hard to respond professionally with technical information, even on challenging projects. We have served on ODOT's Full Service On-Call contract since 1999, and we also serve on ODOT's Construction Contract Administration/Construction Engineering & Inspection On-Call contract as well. With that said, our work with the County has been some of the most productive and rewarding for our firm. For a project to be successful, it takes a strong working relationship between the consultant and the client. Our relationship and professional respect with the County has resulted in numerous award-winning projects that have been constructed on time and within budget.



Linwood Avenue Improvements | Clackamas County

Clackamas County and HHPR recently earned awards from the Daily Journal of Commerce Top Projects, APWA Oregon Transportation Project of the Year, and American Council of Engineering Companies Engineering Excellence Awards for the Linwood Avenue Corridor Improvements project.

The majority of HHPR's work has been repeat work for our clients. Over the last 36 years, HHPR has worked on over 115 projects for Clackamas County. We have worked with many people at the County and believe that we have earned their respect and trust. Clackamas County can count on HHPR to give you the attention you deserve!

HHPR's Award-Winning Work in Clackamas County Delivered on Time, Within Budget & to High Quality Standards

Quality is our mission and is the cornerstone of HHPR's success. It is why HHPR has grown to be one of the most effective consulting firms in the region. HHPR takes pride in preparing high quality plans. We believe that quality translates into clear plans that can be constructed, and the preparation of clear and concise bid documents is essential. HHPR has been focusing on providing quality service since our inception in 1990. **Quality is fundamental to our operation and long-term sustainability.**



The following are award-winning projects that we completed working closely with Clackamas County over the last 20 years.

Client Testimonial

"...Thank you for the constant professionalism that everyone at HHPR demonstrates on each and every project."

-David Queener, Clackamas County Development Agency Program Supervisor

Linwood Avenue Corridor Improvements



- APWA Nationals Engineering Excellence Honor Award (2025)
- ACEC Oregon Engineering Excellence Honor Award (2025)
- APWA Oregon Project of the Year (2024)

CRC Mobility Improvements



- ITE Award, Transportation Project of the Year (2023)
- DJC Oregon Top Projects First Place, Transportation (2022)
- ACEC Oregon Engineering Excellence Honor Award (2022)

Tolbert Overcrossing



- ACEC Oregon Engineering Excellence Honor Award (2018)
- DJC Oregon Top Projects Third Place, Transportation (2017)
- Excellence in Concrete Finalist (2017)

Monterey Avenue Extension



- ACEC Oregon Engineering Excellence Honor Award (2017)

Highway 212 – Lawnfield Road Connector



- ACEC Oregon Engineering Excellence Honor Award (2015)

Trolley Trail



- ACEC Oregon Engineering Excellence Honor Award (2013)
- DJC Oregon Top Projects Finalist, Public Works/Infrastructure/Transportation (2013)

SE 172nd Avenue Improvements



- DJC Oregon Top Projects (2011)
- ACEC Oregon Engineering Excellence Honor Award (2010)

Sunnyside Road – Phase 3B



- DJC Top Projects (2010)
- McGraw Hill Construction (Northwest Construction Magazine) Best of 2009

Stafford Borland Roundabout



- ACEC Oregon Engineering Excellence Honor Award (2009)

Sunnyside Road – Phase 2 & 3A



- ACEC Oregon Engineering Excellence Honor Award (2008)

Sunnyside Road – Phase 1



- ACEC Engineering Excellence Grand Award (2006)
- FHWA Excellence in Utility Relocation & Accommodation (2006)

Examples of Project Experience Involving Pavement Management & Inspection Services

HHPR has provided pavement management services to public agencies for 35 years, including work with Clackamas County. The majority of projects completed, whether related to paving maintenance or standard roadway construction, have included aspects of pavement management services.



Linwood Avenue Improvements
Pavement Rehabilitation Along Corridor



Lolo Pass Road Paving
Overlay in Rural Environment



CRC Mobility Improvements
Ramp and Pavement Construction Services



Complex Corridors
Construction Management along
Largest Corridors in Region



Farmington Road Improvements
Award-Winning Project for Urban Arterial
Paving Excellence



ADA Design for Pavement Projects
ODOT-Certified ADA Ramp Inspectors



**Paving Inspection for
Clackamas County**
Night Inspection Services



Residential Neighborhood Paving
West Linn Road Program



**Construction
Management Services**
Construction Team to Support County