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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

April 23, 2026

BCC Agenda Date/Item: _____

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

Approval of a Personal Services Contract with Otak Inc. for design services for the SE Stanley Avenue Improvement Project. Total Contract Value is \$1,654,878.14. Funding through North Clackamas Revitalization Area Funds and the City of Milwaukie. No County General Funds are involved.

Previous Board Action/Review: Approval of the Development Agency budget allocating funds for the project. Approval of an IGA with the City of Milwaukie on 10/24/2024

Performance Clackamas: Strong Infrastructure and Safe Secure and Livable

Communities **Counsel Review:** Yes

Procurement Review: Yes

Contact Person: Ken Itel

Contact Phone: 503-742-4324

EXECUTIVE SUMMARY: A priority of the North Clackamas Revitalization Area urban renewal plan is to improve neighborhood streets to accommodate all modes of transportation, enhance safety and accessibility, and upgrade storm water management systems. In order to carry out the public improvement goals of the NCRA urban renewal plan, and improve safety and multi-modal connectivity, the Development Agency is proceeding with a project that will include bike and pedestrian facilities, storm drainage and accessibility improvements, and limited new roadway construction, which may include minor street lighting or utility upgrades on SE Stanley Avenue between SE King Road and SE Johnson Creek Blvd. The Agency is partnering with the City of Milwaukie through a previously approved Intergovernmental Agreement. Milwaukie identified SE Stanley as a neighborhood priority via public outreach during a Safe Routes to School project planning process. Costs will be split with approximately 65% being covered by the Agency and 35% by Milwaukie, based on the length of Stanley located within the NCRA boundary, although the Agency's contribution could increase due to additional expenses related to construction of the pedestrian bridge over Johnson Creek.

For Filing Use Only

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners, acting as the Development Agency Board, approve and execute the Contract between the Development Agency and Otak Inc, for the SE Stanley Avenue Improvement project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation and Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001667**

This Personal Services Contract (this “Contract”) is entered into between Otak, Inc. (“Contractor”), and Clackamas County Development Agency, a political subdivision of the State of Oregon (“Agency”).

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon the signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2028.
2. **Scope of Work.** Contractor shall provide the engineering services necessary to design the SE Stanley Avenue Improvement Project (“Work”), further described in **Exhibit A**.
3. **Consideration.** The Agency agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million six hundred fifty-four thousand eight hundred seventy-eight dollars and fourteen cents (\$1,654,878.14)** for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the Agency’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the Agency 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: Kennethite@clackamas.us

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

7. Contractor and Agency Contacts.

Contractor Administrator: Amanda Owings Phone: 503-415-2381 Email: Amanda.owings@otak.com	Agency Administrator: Ken Itel Phone: 503-742-4324 Email: kennethite@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. Agency 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 Agency 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 Agency 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 Agency of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the Agency, 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 Agency’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 Agency, purport to act as legal representative of Agency, or settle any claim on behalf of Agency, without the approval of the Clackamas County Counsel's Office. Agency 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 Agency 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, Agency 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 Agency 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 Agency 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 Clackamas County and the Clackamas County Development Agency 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.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to Agency, 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 Agency'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 Agency. Agency and Contractor intend that such Work Product be deemed "work made for hire" of which Agency shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to Agency 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 Agency may reasonably request in order to fully vest such rights in Agency. 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, Agency shall have no rights in any pre-existing Contractor intellectual property provided to Agency by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for Agency use only.
- 13. Representations and Warranties.** Contractor represents and warrants to Agency 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 Agency 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 Agency.
- 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 Agency'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 Agency, which shall be granted or denied in the Agency's sole discretion. In addition to any provisions the Agency 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. Agency'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 Agency 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 Agency (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the Agency fails to receive funding, appropriations, or other expenditure authority as solely determined by the Agency; or (B) if Contractor breaches any Contract provision or is declared insolvent, Agency may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the Agency, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to Agency all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon the Agency's request, Contractor shall surrender to anyone the Agency designates all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the Agency due to a breach by the Contractor, then the Agency 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 Agency, less any setoff to which the Agency is entitled.
- 21. No Third Party Beneficiaries.** Agency 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 Agency nor Contractor shall be held responsible for delay or default caused by events outside the Agency 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 Agency to enforce any provision of this Contract shall not constitute a waiver by Agency 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 Agency 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 Agency 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 Agency is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the Agency 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 Agency 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 Agency with such Key Person's services unless the Agency 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.

Otak, Inc.

Clackamas County Development Agency

Craig Recob

04/02/20

Authorized Signature

Date

Signature

Date

Craig Recob

CFO

Name: _____

Name / Title (Printed)

Title: _____

153321-17

Oregon Business Registry #

Approved for Legal Sufficiency

Domestic Corporation / Oregon

Amanda Kelly

4/7/2026

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A SCOPE OF WORK

Stanley Avenue Improvement Project

Otak Project No. 21743

December 9, 2025

Description of Project

The SE Stanley Avenue Improvement Project will complete critical sidewalk and bicycle connections between SE King Road and SE Johnson Creek Boulevard, creating safe and accessible multimodal links to the surrounding transportation network and the Springwater Corridor. Planned improvements include new pavement, a shared use pathway on one side of the street, a new pedestrian bridge over Johnson Creek, evaluation of the existing vehicle bridge, installation of a rectangular rapid flashing beacon (“RRFB”) at SE Logus Road, and street lighting improvements. These enhancements are needed to address current gaps, substandard facilities, and the lack of designated bicycle infrastructure along this collector street.

In conjunction with pathway improvements, the project will evaluate and upgrade stormwater facilities to manage runoff generated by new paving, curbs, and pathways. Options such as swales, rain gardens, and pervious pavement may be considered to address drainage needs and minimize impacts within the Johnson Creek floodplain. The existing stormwater facility at Ball-Michel Park may have additional capacity that can be utilized as part of this project.

Existing centerline geometry and profile will be reviewed for compliance with City and AASHTO standards. Years of repaving have resulted in roadway cross slopes that are non-compliant with City standards. A variable grind and inlay may be required over the existing street to bring the road into compliance.

This segment of Stanley Avenue is approximately 3,600 LF and generally ranges from 22–26 feet in paved width. The right-of-way width is 40–45 feet, occasionally up to 50 feet. While the City and Agency prefer to minimize right-of-way acquisitions, some limited acquisition may be required to achieve the preferred cross-section. Residential fences, landscaping, and other encroachments will need to be addressed, and short retaining walls may be required in certain segments to accommodate improvements.

1. Project Management and Project Coordination

1.1. Project Management and Administration

Consultant shall:

- Designate and coordinate the Consultant project team.
- Coordinate project start-up.
- Manage staff resources throughout the duration of the project in coordination with the project schedule and budget.
- Prepare and maintain a contract with Agency.
- Prepare and administer up to five (5) subconsultant contracts.
- Prepare a detailed schedule using Microsoft Project showing all major tasks, meetings, and review milestones. The schedule will be updated monthly during project design.
- Prepare detailed monthly invoices and progress reports and submit to the Agency for approval and payment. Assume 30 invoices and progress reports.
- Monitor and manage the project budget.

1.2. Project Coordination and Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City and Agency. The Consultant Project Manager shall direct all meetings and provide direction to the rest of the team as the project progresses. These meetings shall have a specific agenda with a predefined objective and outcome to address and resolve project issues as they are encountered. Agendas shall be distributed a minimum of one day in advance of the meeting.

- Maintain the project record, including reports and memos, CAD files, permits, meeting minutes, and communication records.
- Prepare and maintain a decision log documenting decisions made throughout the project, including project schedule and deliverables.
- Schedule, prepare for, attend and document a project kick-off meeting. The meeting will be held in-person at the Milwaukie City Hall.
- Schedule, prepare for, attend and document bi-weekly project team meetings during the design phase. Meetings are assumed to be one (1) hour in duration and will generally be held via Microsoft Teams. For this task, we have assumed up to five (5) meetings will be held in person at either County offices, City offices, or on-site. Bi-weekly meetings will include the Otak Project Manager, Clackamas County Project Manager, and City Project Manager. Additional project stakeholders or consultant staff may be included as necessary. We have assumed that consultant team discipline leads each may attend up to four (4) meetings.
- General coordination with internal project team members and subconsultants during the design phase.

1.3. Quality Control Management and Review

Otak will manage and perform quality assurance/quality control (QA/QC) reviews of the submittals to the County. Otak will use our established Quality Control Plan (PMAQ) on the project. Sub-consultants will use their own established QA/QC procedures or use Otak's established practice. A period of two weeks for agency review is assumed.

TASK 1 ASSUMPTIONS

- Project design phase will be 18 months from notice to proceed; project construction phase will be 12 months in duration.

TASK 1 DELIVERABLES

- Contract/Task Decision Log
- (Internal deliverable) Five (5) subconsultant contracts.
- Monthly Invoices and Progress Reports
- Initial Project Schedule with Monthly Updates
- Meeting Agendas for In-Person Coordination Meetings
- QA/QC Tracking Document Log.
- Distribute link for SharePoint site.

2. Survey, Field Investigations and Mapping

2.1. Topographic Survey

Consultant shall complete a topographic survey in English units (International feet) for the project area.

The Horizontal Datum is to be Oregon Coordinate Reference System (OCRS) Portland Zone. The Horizontal Network shall be resolved using differential Real Time Kinematic (RTK) GPS observations along with terrestrial ground measurements. The Vertical Datum shall be NAVD 88.

The project limits shall include:

- SE Stanley Avenue from SE King Road to SE Johnson Creek Boulevard, 25 feet past the edge of pavement on each side, and 50 feet past the right-of-way line of SE Stanley at each intersecting street.

- Contact Oregon Utility Notification Center to request utilities and obtain as-built drawings.
- Features to collect include roadway, but not limited to gutter, curb, sidewalk, driveways, edge of pavement, edge of gravel, structures, guardrails, striping, fences, retaining walls, mailboxes, signs, trees six (6) inches or more in diameter (dbh), large hedges, utilities, overhead wires, stormwater facility at Ball-Michel Park, rim/invert elevations and pipe sizes/materials of inlets and manholes.
- All significant features within 10 feet of the existing ROW (or up to the face of building, whichever is closer) shall be tied as accessible. The data should also include the area on each intersecting street for a distance of 50 feet past the right-of-way line of SE Stanley Avenue.
- Tie pothole locations. Five are assumed.
- Tag trees.
- If required, obtain any permissions on private property to perform surveys utilizing ORS 672.047. Otak will utilize door hangers to provide personal notice to property owners.
- Take digital photos of site conditions for general documentation purposes.

The field topographic data shall be incorporated into a topographic survey base map and digital terrain model utilizing AutoCAD Civil 3D 2022 or newer.

2.2. Monument Recovery and Pre-Construction Record-of-Survey

Consultant shall:

- Consultant shall perform research of all survey records including but not limited to property surveys, plats, subdivisions, deeds, county road surveys, original county road resolutions on file with Clackamas County.
- Keep all copies of the research data collected, including but not limited to surveys, deeds, assessors' maps, county road maps, government corner surveys, and horizontal and vertical control data sheets Consultant's Project file. Consultant shall provide all project-related data and records to the Agency at the end of the project.
- Recover and tie survey monuments to resolve the existing centerline and ROW of SE Stanley Avenue. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for the filing of a Record Survey.
- Resolve the existing centerline and ROW of SE Stanley Avenue.
- Show adjacent property lines and existing ROW at intersecting streets.
- Consultant shall prepare and file a Pre-Construction Record of Survey conforming to all applicable County standards with the County Surveyor's office to perpetuate monument locations as required under ORS 209.155 and ORS 368.106(2), (3), and (4).

TASK 2 ASSUMPTIONS

- Legal descriptions are included in Task 9.

TASK 2 DELIVERABLES

- 2022 Civil 3D drawing
- Copy of field notes
- Control point file
- Files of survey research
- Confidence Point report
- Pre-construction record of survey
- Digital photo files

3. Environmental Reconnaissance and Permitting

The Agency will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide list of properties requiring ROE's for research disciplines no less than five (5) weeks before such ROE's are required to perform work on private parcels. Consultant should verify any ROE map for

concurrence on the appropriate properties. The following tasks will be completed by the Consultant to identify issues and ensure compliance with the regulating agencies:

3.1. Natural Resources

- The Consultant will review background information and conduct a site visit to assess and characterize natural resources in the project area, including wetlands, streams, and wildlife habitat. The ordinary high water mark (OHWM) of Johnson Creek will be delineated along each bank for 50 feet upstream and downstream of Stanley Avenue in accordance with USACE, DLS, and ODFW standards to identify jurisdictional boundaries for sensitive aquatic resources. The presence of federal- and state-listed wildlife species and critical habitats regulated under the Endangered Species Act will be identified. A technical memorandum will be prepared describing the site conditions.

3.2. Minimal Assessment Memorandum (Haz Mat)

Consultant shall conduct a Hazardous Materials Corridor Study (HMCS) according to the following standards and guides:

- Hazardous Waste Guide for Project Development, by the AASHTO Special Committee on Environment, Archaeology and Historic Preservation
- ODOT HazMat Program Manual

Consultant shall review available federal and state environmental databases to identify sites that could potentially impact the Project, using the minimum search radii listed below:

Environmental Database	Search Radius
Environmental Cleanup Site Information ("ESCI")[NPL]	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking Underground Storage Tank ("LUST") List	0.25 mile
Federal Resource Conservation and Recovery Act ("RCRA") Generators List	Site and adjoining
State Fire Marshal's Spill Response List	Site and adjoining
Oregon Motor Carrier Spill List	Site and adjoining
State Certified UST List	Site and adjoining

Consultant shall review DEQ files, available using DEQ's Facility Profiler website, to determine whether contamination from adjacent facilities is likely to impact Project construction. Alternatively, Consultant may conduct this review using commercially available regulatory database reports (i.e. Environmental Data Resources Inc.).

Consultant shall review the OWRD on-line database at to determine whether water wells or monitoring wells are located on or adjacent to the Project corridor.

Consultant shall review Project files from the appropriate DEQ Region office, based on the Project location, for all facilities considered to be at a high risk for impacting Project construction. Consultant shall use DEQ file information to delineate contaminated areas within the Project corridor and identify whether that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the Project corridor and adjacent properties, using 1 or more of the following resources:

- Sanborn Fire Insurance Maps
- Aerial photographs
- Reverse city directories
- Historic property ownership, occupancy records or building permits

The resource (or combination of resources) that Consultant selects must provide historic information regarding land use back to 1935 at 10-year intervals, or, if not possible, Consultant shall demonstrate that such information is not readily available.

Consultant shall review pertinent records that the Agency may make available as they relate to the environmental condition of the Project corridor. Consultant shall conduct a site reconnaissance to identify potential sources of contamination that could impact construction or result in the Agency acquiring contaminated property.

Consultant shall assess whether soil sampling is required to determine whether soil excavated from the Project corridor meets DEQ’s clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, PAHs, petroleum hydrocarbons, and solid waste.

Consultant shall prepare an HMCS report summarizing the information that Consultant obtained through the activities listed above. The report must include photographs documenting Project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact Project construction and recommendations for further investigation, if needed.

Consultant shall submit the draft HMCS Report for the Agency review and comment. The Agency will consolidate comments and submit to Consultant. Consultant shall incorporate Agency comments and suggested revisions, then deliver the final HMCS Report to the Agency for approval.

Task 3.2 Deliverables

- Draft HMCS Report Consultant shall prepare a MAM in general accordance with the following standards and guides:
 - Hazardous Waste Guide for Project Development, by the AASHTO Special Committee on Environment, Archaeology and Historic Preservation
 - ODOT HazMat Program Manual
- Consultant shall conduct site reconnaissance in-person to identify potential sources of contamination that could impact construction.
- Consultant shall review available federal and state environmental databases to identify sites that could potentially impact the Project. Search radii are for each environmental database listed below.

Environmental Database	Search Radius
Environmental Cleanup Site Information ("ESCI") [NPL]	0.1 miles
Oregon Permitted Landfill List	Site and adjoining
State Leaking Underground Storage Tank ("LUST") List	Site and adjoining
Federal RCRA Generators List	Site and adjoining
State Fire Marshal’s Spill Response List	Site and adjoining
Oregon Motor Carrier Spill List	Site and adjoining
State Certified UST List	Site and adjoining

- Consultant shall review DEQ files, available using DEQ’s Facility Profiler website, to determine whether contamination from adjacent facilities is likely to impact Project construction. Alternatively, Consultant may conduct this review using commercially available regulatory database reports. The MAM must review and discuss information that DEQ published for Environmental Cleanup Site Information (“ECSI”) sites and UST sites to further evaluate whether the Project has the potential to encounter contamination associated with listed sites.
- Consultant shall review the OWRD on-line database to determine whether water wells or monitoring wells are located on or adjacent to the Project area.
- Consultant shall submit a public information request to DEQ for all facilities considered to have a high risk of impacting Project construction. Consultant shall use DEQ file information to delineate contaminated locations adjacent to the Project area and identify whether that information is sufficient to develop construction plans and specifications without additional sampling.
- Consultant shall review pertinent records that the County may make available as they relate to the hazardous materials condition of the Project area.
- Consultant shall assess whether soil sampling is needed to determine whether excavation of soil from the Project area will meet DEQ clean fill screening levels for potential contaminants-of-concern. Consultant shall indicate which contaminants are a concern and therefore which contaminants Consultant shall evaluate during soil sampling.
- Consultant shall prepare a MAM summarizing the information that Consultant obtained through the activities listed above. The MAM must include photographs documenting the Project area observations. The MAM must include conclusions that identify specific sources of contamination that could impact Project construction and recommendations for further investigation, if needed.
- Consultant shall submit the draft MAM for the County review and comment. The County will consolidate comments and submit to Consultant. Consultant shall incorporate the County comments, then deliver the final MAM to the County for approval.

3.3. Cultural or Historic Resources

- Not included in this scope of work.

3.4. Hydrology & Hydraulics (H&H) Analysis

The Consultant shall use the effective Johnson Creek hydrology and HEC-RAS 1D hydraulic model available from the Federal Emergency Management Agency (“FEMA”) flood insurance study (FIS) to assess the impact of a pedestrian structure sited near or within the floodplain to meet the County’s/City’s no rise requirements. The Consultant will produce any necessary updates to the effective model to generate a corrected effective model, provide modeling support of up to two (2) alternatives for the pedestrian bridge, then generate a proposed conditions model for completion of the no-rise analysis. This task will also provide the no-rise memorandum and a section of text on hydraulics for the 30% design memorandum. Any modeling will not take the place of the FEMA effective model and will not be valid for no-rise documentation for the County/City and FEMA during future crossing upgrades.

- Acquire hydrology and effective hydraulics model from FEMA reports or other local sources
- Coordinate with the roadway and structural engineers on the design of the crossing
- Prepare and submit ‘No Rise’ documentation to City Floodplain Manager
- Provide H&H Memorandum at the 30% design level
- Prepare and submit Floodplain permit

3.5. Arborist

- Provide tree and shrubbery inventory for west side of Stanley Ave right-of-way. Inspection will include approximately 30 properties and will note the tree and shrub details including size, species, and condition for each tree or shrubbery 6” DBH and greater.
- Provide input into alignment of infrastructure to avoid impacts to trees to be preserved.
- Provide impact assessment of any required grading and fill around trees.
- Provide specifications for suitable paving materials around trees.

- Provide appropriate tree protection standards for construction work and demolition work around trees to be preserved. Review plans to verify appropriate placement of tree protection fencing.
- Review new tree planting schedule, design, and specifications with landscape architect.
- Provide draft and final report that includes recommendations for tree removals, and proposed mitigations.

TASK 3 ASSUMPTIONS

- Clackamas County or City of Milwaukie will obtain Rights of Entry (ROE) for field reconnaissance work.
- Level One and Level Two hazmat studies are not included in this scope of work.
- Cultural & Historic Resources analysis (archaeological phase 1) study and report is not included in this scope of work, but can be included as added as an amendment if requested.
- Prepare a draft and final technical memorandums to summarize the reconnaissance findings. Memorandums will be provided for Environmental Reconnaissance, Hazmat, Hydrology and Hydraulic Analysis, and Arborist inventory.
- No stream modeling or in-stream data collection will be performed
- Trees will be tagged by surveyors with individual identifiers.
- City PM will submit tree permit to City of Milwaukie Urban Forester.
- City will prepare and submit 1200-CA permit for approval after erosion and sediment control plans are completed in Task 8.
- This scope of work assumes that environmental permitting related to Johnson Creek will not be required. Preparation and submittal of permits is not included in this scope of work.

TASK 3 DELIVERABLES

- Meeting summaries
- Natural resources memo
- Draft MAM
- Final MAM
- No Rise analysis
- H&H memo
- Floodplain permit
- Draft and Final Arborist Report

4. Preliminary Engineering Studies– Stormwater, Geotechnical, Structures and Traffic

4.1. Stormwater Drainage & Water Quality/Quantity Studies

The purpose of this task is to perform a preliminary storm drainage analysis that includes detention and water quality of runoff from new impervious surfaces and redirection of flows from new curbs or slope changes, in relation to the existing storm system in the Stanley project area. Otak will coordinate with the City of Milwaukie Engineering division on the proposed design and will identify options necessary to meet City standards for water quality and quantity. This task will include preliminary and final drainage reports.

4.1.1. Existing Stormwater System Review and Downstream Analysis

- Review drainage basins and available capacity in the downstream systems. The analysis will include the Stanley Ave corridor from Johnson Creek Blvd to King Road and will evaluate the existing infiltration facility at Ball-Michel Park.
- Review capacity of existing conveyance systems within project limits including those that are located within adjacent streets' ROW.
- Visit site to observe existing facilities and constraints.

4.1.2. Stormwater Management Concept Plan

- Prepare a concept stormwater management plan that includes options for stormwater collection and conveyance to existing and proposed systems.
- Evaluate up to two (2) water quality and detention alternatives. Develop a conceptual cost estimate comparison between a Low Impact Development Approaches (LIDA) facility (stormwater planter) for water quality and detention or BMP alternatives such as vegetated swales and/or filter strips. The evaluation should include a combination of these alternatives.
- Coordinate with geotechnical engineer regarding infiltration testing and recommendations.

4.1.3. Preliminary Stormwater Memorandum

Consultant shall prepare a preliminary stormwater concept and memorandum that shall be submitted with the 30% draft roll map. The purpose of this memorandum is to develop the overall recommendations of the basic storm water conveyance system layout, treatment, and storage concepts. These recommendations do not contain full facility designs. It is intended as a tool to assist in the selection of the types and locations of the facilities to be designed. Consultant shall prepare the Preliminary Stormwater Memorandum following the outline below:

- Introduction and Title – This section shall list Project name, road name, beginning and ending mile points, and date of the report. The introduction will include the names of the engineering staff who prepared the recommendations, the purpose of the report, a brief description of the Project, and a summary of treatment/storage concepts and recommendations on their use.
- Existing and Proposed Conditions Narrative – The introduction will be followed by a narrative that describes the proposed changes to the existing conditions. The pollutant removal and storage targets will also be included in the narrative.
- Proposed Stormwater Management Alternatives – This section will include a brief generic discussion of proposed alternatives considered. The topics addressed will include location, removal efficiency, storage capacity, constructability, maintenance, and cost. A comparison of LIDA facilities for water quality and detention and the BMP alternatives will be evaluated and listed.
- Recommendations – This section shall discuss preliminary recommendations about the proposed alternatives. Aspects that shall be addressed include ease of construction, ease of maintenance, cost, and appearance.

4.1.4. Final Stormwater Design Report

Consultant shall prepare a final stormwater report for project that shall be submitted with 100% plans. The purpose of this report is to develop design documentation for final stormwater designs. Significant facilities include, but are not limited to, any of the following:

- Storm drain conveyance ditches
- Storm drain systems with pipes 12 inches or larger in diameter,
- Stormwater quality facilities, and
- Stormwater control facilities (detention, retention, infiltration, split-flow structures, etc.)

Stormwater design report will describe in detail the facilities following approval of the Preliminary Stormwater Report. This report provides facility design information such as the type, size, location, critical dimensions, and features. The Stormwater Design Report shall be completed after the advance plans and concurrently with the preparation of the final plans.

Consultant shall prepare a Final Stormwater Design Report in accordance with the City Standards. The facility design(s) incorporated in the final plans should comply with the information in the stormwater report unless approval for any change has been obtained from the engineer of record for the Stormwater Design Report. The report is expected to have the following sections:

- Cover Sheet and Index - The report cover sheet includes the title, the Project name, the roadway name and number, the beginning and ending mile points. This information will match the data provided on the title sheet for the plans. The cover sheet will carry the seal of the engineer of record.
- Project Overview - including the following:
 - Project description, including the overall Project scope, including the need for the Project.
 - Purpose of the study, including a brief description of the facility design objectives, including the source of the objectives (i.e. environmental regulations, local drainage requirements such as drainage master plans, liability concerns, etc.). This topic will be discussed in more detail in the body of the report. This discussion also includes the following.
 - Statement that the design objectives have been met.
 - Explanation about why any design objectives have not been met, if this is the case.
 - Key issues affecting Project scope, need, or design.
- Summary of the results, as would be desired by a casual reader of the report, for quick reference.
- Background Information - including information about the existing conditions and factors influencing the design. It includes the following.
 - Watershed characteristics, both pre-construction, post-construction, and at the level of buildout expected at the end of the facility design life. Topics to be discussed are drainage area sizes, land uses, and other characteristics affecting drainage.
 - Project area characteristics, with emphasis on the drainage systems.
 - Pre-construction conditions.
 - Description of the existing drainage facilities.
 - Description of existing drainage problems if present.
 - Condition of the existing system.
 - Post-construction conditions, including a description of the proposed facilities.
 - Utilities, including the following.
 - Summary of the utility location information available and used in the design. Mention the limitations of the utility location data. Mention if utilities are present, there may be conflicts, and the utility locations are not known.
 - Description of any utilities that affected the design, their effects, and how the effects were addressed in the design.
 - Investigations, including the following.
 - Research/previous studies used in the design should also be referenced.
 - Site reconnaissance used to collect design data should be mentioned.
- Design - including detailed design information.
 - Design criteria, mentioning all criteria used in the design. References are made to published material available externally, and also to correspondence and other material retained in the supporting data file.
 - Analysis methods used in the design, including the following.
 - Hydrology, including method used, with assumptions.
 - Hydraulics, including method used, with assumptions.
 - Narrative and calculations used in the design. Summary of the design calculations will be included in this section, and references are made to detailed information in the supporting data. Include a separate subsection for each facility or system.
- Recommended Maintenance Summary - Maintenance is addressed in a “Stormwater Maintenance Summary Memorandum”.

4.2. Geotechnical and Pavement Evaluation

4.2.1. Site Explorations

- Consultant shall conduct a geologic reconnaissance of the site. Consultant shall identify the geologic conditions at the project site, any geologic hazards present, and their impacts to the proposed project elements. Consultant shall locate the borings in the field during the reconnaissance. The site reconnaissance shall include the following work: identifying site constraints and staging concerns (for exploration and construction) and identifying exploration locations. Proposed boring locations will be

staked or painted on the ground during this site visit and locates will be requested through the one-call utility notification center.

- Consultant shall prepare a Clackamas County ROW permit application and a City of Milwaukie ROW permit application for the geotechnical explorations within the Clackamas County ROW and the City of Milwaukie ROW. Consultant will develop a field exploration plan and traffic control plans in preparation for obtaining a permit from the County, as required. The Field Exploration Work Plan shall include the proposed exploration locations, drilling and sampling procedures, field safety plan, preliminary laboratory testing plan, and traffic control plans. No fieldwork is to be performed, other than initial site reconnaissance, until the work plan is reviewed and approved by the County.
- Consultant will provide traffic control for all geotechnical and pavement cores/borings located in the active roadway. Consultant assumes that traffic control will generally follow a single-lane closure (OTTC Diagram 320). All drilling will be performed during daytime hours: 7:00 am to 6:00 pm.
- Conduct a geotechnical field explorations for pavement design, stormwater infiltration, retaining walls, and pedestrian bridge.
 - For the pavement design, consultant will perform 5 pavement core of the existing pavement, measure the thickness of the aggregate base, and drill 10 foot borings. Dynamic Cone Penetration (DCP) tests will be performed in the subsurface material directly beneath the aggregate base at each of the pavement core locations. An additional ten (10) DCP tests will be performed along the alignment portions of unpaved shoulder to assist with new pavement design outside of the existing paved portions of the roadway.
 - For the pedestrian bridge, consultant will perform two (2) borings up to 80 feet deep, locating one at each proposed bridge abutment. Pavement coring will be included at each boring.
 - For the retaining walls, consultant will perform two (2) borings up to 30 feet deep, locating one at the proposed cut wall north of Drefshill and one at the proposed fill wall south of Willow. Pavement coring will be included at each boring.
 - For the stormwater infiltration facility, Consultant shall perform up to four (4) Encased Falling Head Test at a depth of 5 feet below the ground surface and up to two (2) Encased Falling Head Tests at a depth of 15 feet below the ground surface. Testing will be performed in general conformance with the 2025 City of Portland Stormwater Management Manual. This test will be performed in a hole approximately 6-inches in diameter. A 6-inch diameter PVC pipe will be placed in the hole and pushed into the soil below to make a tight seal. Consultant will perform up to one (1) Open Pit Falling Head Test at the location of the existing stormwater facility at Bell-Michel Park. Consultant assumes that infiltration will high enough to allow for adequate drainage in 1 hour per test (medium-draining soils or better). If infiltration is slow, Consultant may conduct one test for 2 hours and the other two tests for 1 hour each. Shannon & Wilson (S&W) will not determine the recommended design infiltration rate. S&W will supply the raw infiltration rates from the data collected. S&W will participate in a workshop with the stormwater designer to discuss factors used based on uncertainty of subsurface conditions. The correction factor chosen to determine the design infiltration rate must come from the stormwater engineer responsible for the stormwater system.
- Consultant will perform Falling Weight Deflectometer (FWD) testing in both the northbound and southbound lanes at intervals of 100 feet for a total of 70 tests total. FWD testing will be performed at night between the hours of 9pm and 5am.

The following assumptions apply to all geotechnical, pavement, and infiltration field work:

- A private utility locator will be hired to clear all subsurface boring/testing locations.
- The subsurface soil is not contaminated. No testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.
- The drill cuttings and drilling mud will be collected in sealable steel drums and removed from the site.
- The boreholes will be abandoned backfilled in conformance with Oregon Water Resources Department regulations.
- All borings through pavement will be patched with cold patch asphalt emulsion, or quick set PCC, according to the permit requirements.
- No wells or instrumentation of any kind will be installed in the boreholes.

- Core samples of the asphalt concrete will be retrieved using a diamond bit core drill.
- Asphalt concrete cores will be logged according to the ODOT Pavement Design Guide and photographed for inclusion in the report.

4.2.2. Laboratory Testing

- Consultant shall perform laboratory testing on samples retrieved from the explorations. The laboratory testing program will consist of some or all of the following tests:
 - Up to 20 natural moisture content determinations (ASTM D2216);
 - Up to 4 particle size analyses (ASTM D422);
 - Up to 4 plasticity index determinations (ASTM D4318),and
 - Up to 1 suite of corrosivity testing.

4.2.3. Pavement Analysis and Design

- Consultant will perform a perform visual pavement assessment in general accordance with ODOT’s Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to evaluate the existing pavement condition in support of the pavement design effort. Pavement distress type, severity, and extent will be assessed to evaluate the overall pavement condition for each design section. The observed distress locations will be referenced to stationing developed by Otak.
- Consultant shall develop pavement design criteria, design parameters, and pavement sections for an acceptable pavement design to be used in this application.
- Consultant will develop design parameters for up to one (1) new pavement sections for widening of the existing roadway of Stanley Avenue. The design will be based on the DCP tests located in the area of the widening, pavement core borings, and the geotechnical borings performed as part of this task.
- Consultant will develop design parameters for up to one (1) pavement section inlay for an acceptable pavement rehabilitation design to be used in this application for the existing roadway travel lanes. These designs will be based on the pavement visual assessment, pavement cores and borings, falling weight deflectometer testing, and the DCP tests located in the existing roadway.
- Pavement section design will be performed in general accordance with the current ODOT Pavement Design Guide, AASHTO Guide for Design of Pavement Structures, and applicable city or county requirements. Life cycle cost analysis is not included. Pavement design shall include and/or consider the following items:
 - Evaluate subsurface conditions including groundwater level.
 - Develop pavement design parameters. DCP results shall be used to correlate to existing subgrade resilient modulus.
 - Identify “design areas” that include areas of similar pavement condition and/or pavement rehabilitation requirements.
 - Develop flexible pavement recommendations for roadway widening sections with design life of 20 years.
 - Develop flexible pavement recommendations for rehabilitation (inlay) with a design life of 20 years.
- Pavement Design Assumptions:
 - Life cycle cost analysis is not included.
 - Portland Cement Concrete (PCC) pavement is not included.
 - Consultant will use provided traffic counts and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.
- Consultant shall prepare a Draft Pavement Design Report. The report shall summarize the testing, results, recommendations, and conclusions. Consultant shall include the following in the draft Pavement Design Report:
 - Description of the field exploration program;
 - Laboratory testing results;
 - Visual pavement assessment results and discussion;
 - Summary of pertinent documents reviewed;

- Results of Falling Weight Deflectometer Testing;
- Narrative of engineering evaluations, including assumptions and design parameters;
- Narrative of evaluation results and conclusions;
- Summary of pavement design recommendations;
- Construction considerations;
- Figures, including vicinity map, site and exploration plan showing bore/core, and DCP test locations; and
- Appendices including:
 - Boring logs;
 - Laboratory test results;
 - Pavement core logs and photographs; and
 - DCP test results.
- Consultant shall incorporate Agency review comments into the Final Pavement Design Report. Consultant shall submit the Final Pavement Design Report.

4.2.4. Geotechnical Analysis and Design

- Consultant shall provide design recommendations and construction considerations for the proposed project elements: a pedestrian bridge over Johnson Creek, a cut wall north of Drefshill, and a fill wall south of Willow.
- The engineering evaluation and analyses must be performed in general accordance with the most recent version of the AASHTO LRFD Bridge Design Specifications and the ODOT Geotechnical Design Manual. Consultant shall address the following:
 - Seismic analyses: Development of seismic site class; development of “life safety” criteria seismic parameters following ODOT GDM; development of deterministic response spectra for the “operational” criteria following ODOT GDM; assessment of liquefaction and its consequences, including liquefaction-induced settlement and liquefaction-induced slope instability;
 - Bridge abutment foundations: Development of foundation alternatives; analysis of foundation element axial resistance (unfactored and factored); estimation of downdrag on the foundation elements; foundation element lateral resistance through development of LPILE parameters;
 - Abutment retaining walls and connected wing walls: development of static, surcharge, and seismic lateral earth pressures; static, seismic, and post-seismic global stability analyses.
 - Cut and fill retaining walls near Drefshill and Willow: develop retaining wall alternatives; development of static, surcharge, and seismic lateral earth pressures; static and seismic global stability analyses; development of lateral sliding coefficient; bearing resistance; and settlement.
 - Prepare recommendations for earthwork including site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction.
 - Geotechnical related construction considerations.
- Prepare draft and final geotechnical reports and submit to the Agency.
- Consultant shall prepare up to 3 Geotechnical Data Sheet(s) to be incorporated into the plan sheets.

4.3. Structures TS&L

This task involves the work associated with the new pedestrian bridge, wingwalls/headwalls, retaining walls, and existing Johnson Creek Bridge strengthening on the project and includes the following:

- Coordinate with Agency and City to determine appropriate retaining wall structures (type, size, and location). Based on initial coordination with the Agency and City, the Consultant will recommend one cut wall and one fill wall type for the project at the TS&L phase.
- Coordinate with Agency and City to determine pedestrian bridge type, size, and location. Up to two bridge options will be considered.
- Review existing Johnson Creek Bridge and evaluate/recommend structural improvements to improve safety or weight restrictions.

4.4. Traffic Engineering

- Prepare documentation to support RRFB for pedestrian crossing at Stanley Ave and Logus Street and confirm crossing treatment at Willow Street
- Review design alternatives for managing vehicle speed throughout the corridor (ie curb extensions, lane widths, etc.)

TASK 4 ASSUMPTIONS

- The City will provide design documents, infiltration testing data, and as-builts for any existing infiltration facilities to be evaluated with the project.
- The City will provide applicable maintenance records on existing stormwater system elements and information regarding any existing drainage problems in the project corridor.
- Project will utilize infiltration for stormwater disposal and a new outfall to Johnson Creek will not be required.
- Traffic analysis will be based on day of opening and future build scenario 5-years after opening
- City will provide traffic counts at two locations to confirm speed, volumes, and vehicle classification.
- Pedestrian crossing analysis will be based on NCHRP 562 guidance
- Two pedestrian bridge alternatives will be considered
- Two retaining wall types will be considered, one for a cut wall and one for a fill wall; retaining wall alternatives are not included in this scope of work.
- Two strengthening alternatives will be considered for the existing Johnson Creek Bridge

TASK 4 DELIVERABLES

- Concept Stormwater Management Plan Memorandum
- Preliminary and final Stormwater Design Report
- Stormwater Maintenance Summary Memorandum
- Preliminary and final Geotechnical Report
- TS&L memo for retaining walls, pedestrian bridge, and bridge strengthening, as necessary
- Strip maps with preliminary cross sections and profiles
- Monthly engineering schedule updates
- Active Transportation Memo (justification for RRFB)

5. Utility Coordination

5.1. Utility Coordination

The purpose of this task is to initiate coordination with utilities and incorporate utility provided relocation plans into the design documents. The locations and elevations of existing utilities and options for resolving conflicts shall be investigated. This work shall include working with the Agency, City and utility companies to “pothole” crossings and other areas to identify and eliminate conflicts. It is expected that potholing shall be provided by the utility companies. Once “potholing” data is obtained and mapped, the Consultant shall incorporate the data into any plan changes.

Consultant shall:

- Identify contact person at each private utility company, up to six (6), with facilities within the project area.
- Prepare a Utility Conflict Spreadsheet and pdf mapping indicating locations of conflicts.
- Send utility conflict letters to the affected utility companies describing the conflicts that exist. A spreadsheet with centerline reference points and elevations will be provided to utility companies for use in excavating existing utilities (potholing) at points of potential conflicts.
- Obtain up to five (5) potholes for the City of Milwaukie waterline at proposed storm drain crossings.
- Review pothole data provided by the utilities, revise basemaps as necessary, and make recommendations to the project design to minimize utility relocation.
- Prepare a Utility Relocation Letter of conflict for each utility notifying them of unavoidable conflicts with a mandatory relocation date.

- Perform ongoing coordination with utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate, up to the budgeted amount.
- Provide a final notice to utilities of contract dates and project status.

5.2. Clackamas River Water Coordination

The Consultant shall coordinate with Clackamas River Water District to support planning and design of the new waterline within the project limits.

- Prepare and host an initial utility coordination meeting.
- Facilitate design coordination through file sharing of basemaps and CAD files.
- Include Clackamas River Water in milestone review processes, requesting comments concurrent with City and Agency review timelines.

TASK 5 ASSUMPTIONS

- This task assumes coordination with up to six (6) utilities.
- This task assumes coordination with up to three (3) underground utilities (gas, one communication company, and Clackamas River Water) and PGE for pole relocation. This task assumes minimal coordination with up to three (3) additional utilities located on PGE utility poles.
- Clackamas River Water will be responsible for the design and production of plans for the new waterline.
- Potholing requests to identify potential conflicts with the new waterline will be the responsibility of Clackamas River Water.
- Assume up to 5 potholes completed by the consultant.
- Assume review of up to 15 potholes completed by others use in the project design.
- Pothole locations will not be surveyed. Utility companies will provide sufficient information to determine the depth of existing utilities via measurements from known infrastructure.

TASK 5 DELIVERABLES

- Utility Conflict Spreadsheet(s) and Letter(s)
- The final utility relocation plan(s) as provided by each utility company and incorporated into the final plan set.
- Final Notice Letter(s) submitted to each utility and Agency and City Project Managers.

6. Public Involvement/Outreach

6.1. Public Involvement/Outreach

The purpose of this task is to engage and inform neighbors and partner organizations about the project throughout the design process. Consultant will assist Agency and City staff, including community relations specialists, on the development of public outreach materials and attendance at public meetings.

Agency will:

- Coordinate all public meetings.
- Select venue and provide meeting supplies.
- Produce advertising materials, to be mailed and otherwise provided to area businesses, residents and stakeholders; translate meeting flyers into other languages as needed.
- Develop the distribution list and distribute the flyers.

Consultant will:

- Coordinate with Agency and City community relations specialists, Agency and City staff.
- Provide technical expertise and guidance in preparation for neighborhood meetings.
- Provide assistance with materials needed for mailings.
- Attend up to three (3) events total (public meetings and/or open houses). Scope of work includes attendance by two (3) Otak staff.

- Provide comment log with comments received during public open houses.
- Prepare a strip map showing the most recent design concept overlaid on an aerial photo to be used for each public meeting.
- Prepare additional displays (up to 6 for each meeting) as requested by the Agency or City staff. Displays may include: Strip map, Cross section(s), Wall Types, Bridge visualization, Project Schedule
- Prepare one flyer for each meeting, to be produced in English.
- Provide project-related graphics and information for inclusion on the Agency’s or City’s project website.
- Provide monthly updates (up to 12) during construction for use by the City in social media posts. Updates will be in the form of a brief narrative paragraph or a bullet list of items describing upcoming work activities.

TASK 6 ASSUMPTIONS

- County or City staff will lead the public engagement process using materials provided by Otak.
- County or City staff will provide templates or examples to be used for formatting of materials, such as flyers.
- All deliverables will be provided in both electronic and hard copy formats.

TASK 6 DELIVERABLES

- Flyer for each neighborhood meeting/open house.
- Strip map and display boards for up to three (3) public meetings.
- Informational materials for use with public meetings and community organizations.
- Project graphics and information for Agency and City project website.
- Project updates during construction.

7. Preliminary Design (30%)

7.1. Design Criteria

The purpose of this task is to gather information, finalize design concept, determine construction specification requirements, and conduct an investigation of background data that may influence the project.

The Consultant will:

- Develop design criteria for roadway sections including geometrics, alignments, profiles and cross-sections, storm drainage facilities, bike and pedestrian facilities, sidewalks, signing, striping, flashers, ITS devices, lighting, landscaping, retaining walls, and other project components based on coordination with Agency and City staff and review of design standards including AASHTO’s “A Policy on Geometric Design of Highways and Streets”; the City of Milwaukie Transportation System Plan (TSP), and City of Milwaukie Public Works Standards (revised, 2024), and Clackamas County Roadway Standards (updated, 2020).
- Research existing utilities and review as-built drawings provided by the Agency or City.
- Comply with City of Milwaukie Tree Codes for impacts to trees on private property, street trees or public trees.
- Comply with City of Milwaukie landscape planting standards for streetscape and stormwater facilities.
- Meet with Agency and City to identify any additional design requirements.
- Coordinate with Agency and City to determine construction specification requirements.
- Summarize findings in a project design criteria memorandum.

7.2. Preliminary (30%) Roadway Design

- Establish preliminary roadway centerline alignment and profile.
- Develop a proposed roadway improvement layout based on Agency/City desired cross section that includes (from west to east) 8' shared use path, curb and gutter, 2 – 11' wide travel lanes, mountable curb, and gravel parking strip on the east side of Stanley Avenue.
- Develop preliminary roadway typical section.
- Develop roadway corridor model to establish preliminary grading limits.
- Review initial layout and identify potential issues or conflicts with the proposed design, identify conflicts with utilities, conflicts with trees, areas where retaining walls may be needed, and potential impacts to private property.
- Review initial layout issues/conflicts with Agency/City and based on discussion, refine design at locations with significant conflicts to advance design to a preliminary 30% level.
- Replacement of existing private residential landscaping that is damaged or removed during construction will be directed by city staff.
- Incorporate proposed pedestrian bridge into the preliminary roadway design.
- Develop preliminary design of retaining walls to a 30% level based on recommended wall types established during Task 4.3 to include in the preliminary roadway design.
- Prepare a 30% design strip map including the roadway plan, profile, and typical section.

7.3. Stormwater Management Preliminary (30%) Alignment and Grade

- Based on the preliminary stormwater memorandum, develop preliminary drainage layout and profile grades for the preferred conveyance, water quality and detention alternative in order to validate the stormwater conveyance location and profiles of the storm system.
- Based on the conceptual drainage layout, identify locations of potential utility conflicts and potholing needs.
- Incorporate preliminary storm drainage design and conceptual plant palette into the 30% design strip map.

7.4. Construction Estimate

Provide quantities and 30% construction cost estimate.

7.5. Design Exceptions

Develop draft design exception memorandums for deviations in the design not meeting the design criteria. Consultant shall prepare requests for design exceptions per City format. It is assumed up to three (3) design exceptions will be required.

TASK 7 ASSUMPTIONS

- Multiple roadway or pedestrian alternatives are not included in this scope of work.
- An alternatives analysis is not included in this scope of work.
- Landscape design is not included at the 30% design stage.

TASK 7 DELIVERABLES

- Draft Design Criteria Memorandum
- Preliminary 30% Strip Map
- Preliminary 30% Design Memorandum
- Draft Design Exceptions (up to three (3))

8. Final Design Plans (60%, 90% and 100% Bid Ready PSE) and Bid Assistance

The Consultant will advance the recommended alternative from the Preliminary Design (30% design) stage to the 100% complete stage.

8.1. 60% Design

- Conduct internal monthly strategy work sessions with key Otak disciplines and subconsultants to keep the project team informed about issues, decisions, and impacts. Meetings will be held in-person in at Otak with options for joining remotely via MS Teams for consultant team members not located in the Otak Portland office.
- Conduct 30% design work session with Agency and City staff to review 30% comments. Work session will be 1 hour in length and will be held at Agency or City office. Provide comment/response log for the 60% submittals.
- Incorporate comments from the 30% design submittal to generate further refinement of the plans, a Final Design Criteria Memorandum, and Final Design Exceptions.
- Develop project design from 30% to 60% design level. This may include more detailed retaining wall sections, surface water collection, transfer or treatment, driveway connections, signing and striping plans, flashers, and ADA access ramps and details.
- Provide lighting analysis along Stanley Avenue at public intersections and pedestrian crossings. Analysis will consider the use of existing wood utility poles to the extent possible. Consultant to coordinate with PGE. Roadway illumination plans will be prepared per Clackamas County and PGE standards showing all underground infrastructure (light pole foundations, junction boxes, conduit) for the new aluminum light poles where needed to supplement fixtures on utility poles. PGE will be responsible for setting the poles, installing the luminaires and wiring, and energizing the lighting system. New aluminum poles will be energized via underground conduit. New street lighting system will conform to PGE option A requirements.
- Prepare signing plans with guidance provided by the current edition of the Clackamas County Roadway Standards, ODOT Traffic Sign Design Manual, the MUTCD and Oregon Supplements to the MUTCD (OAR 734-020-005) and with the Sign Policy and Guidelines for the State Highway System. It is anticipated that minor cross street approaches will require minor signing modifications near the intersections.
- Prepare striping plans with guidance provided by the Clackamas County Roadway Standards, ODOT Traffic Line Manual, ODOT Traffic Manual, the MUTCD, the Oregon Supplement to the MUTCD, the Oregon Standard Drawings, and Standard Details. Permanent Striping Plans shall include but are not limited to roadway alignment, stationing, channelization information, tapers, centerlines, lane lines, shoulder width information, and dimensions. It is anticipated that minor cross street approaches will require minor striping modifications near the intersections.
- Prepare typical Traffic Control Plan details to describe how the existing roadway area is divided up between live traffic and the construction site. Typical plan sheets will identify the type, quantity and location for temporary traffic control devices. The TCP typical details shall address all modes of transportation, including bicycles and pedestrians. Consultant shall prepare the TCP in accordance with the ODOT Traffic Control Plans Design Manual, applicable ODOT Standard Drawings, Standard Specifications, and the MUTCD. Agency will provide lane closure restrictions along Stanley Avenue.
- Develop landscape plans including street trees and replacement of existing private residential landscaping that is damaged or removed during construction as directed by city staff.
- Develop 60% level plan set for submittal to the Agency and City. Sheets to be included at the 60% design level are shown in Table X. below.
- Perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities.
- Calculate quantities and develop a 60% engineer's construction cost estimate.

8.2. 90% Design

- Conduct internal monthly strategy work sessions with key Otak disciplines and subconsultants to keep the project team informed about issues, decisions, and impacts. Meetings will be held in-person in at Otak with options for joining remotely via MS Teams for consultant team members not located in the Otak Portland office.
- Conduct 60% design work session with Agency and City staff to review 60% comments. Work session will be 1 hour in length and will be held at Agency or City office. Provide comment/response log for the 90% submittal.
- Incorporate comments from the 60% design submittal to generate further refinement of the plans.
- Develop project design and plan set from a 60% to a 90% design level. This may include more detailed retaining wall and pedestrian bridge structural drawings, additional detail for curb return and driveway grading, and detailed design for stormwater facilities.
- Perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities.
- Calculate quantities and develop a 90% engineer's construction cost estimate.
- Update 60% potential construction schedule based on the 90% design
- Prepare relevant sections of special provisions based on the current Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special provisions and City boilerplate special provisions to the specifications in Part 00100 – General Requirements.

8.3. 100% Design

- Conduct 90% design work session with Agency and City staff to review 90% comments. Work session will be 1 hour in length and will be held at Agency or City office. Provide comment/response log for the 100%submittal.
- Incorporate comments from the 90% design submittal to progress plans to 100% level.
- Incorporate comments from the 90% design submittal to progress the special provisions and bid schedule to a 100% level.
- Prepare plan sheets for the 1200-CA permit. City will prepare and submit permit forms.

8.4. Final Bid PS&E and Bid Assistance

- Incorporate final, minor, comments from the 100% review into the plans and special provisions.
- Stamp and sign Final Plans and special provisions and submit final bid documents to Agency and City.
- Make minor corrections as required by Agency or City based on 100% review and submit final stamped plans to Agency and City.
- Provide bidding assistance, including responding to Request For Information (RFI), questions from potential construction contractors and suppliers to the Agency or City about the Plans and Specifications during the bidding process. and completion of any addendums necessary to clarify the documents. This scope of work includes up to five (5) RFIs during bidding. Preparation of bid addendums are not included in this scope of work. This scope of work assumes that if needed, bid addendums will be prepared by the City.
- Assist Agency and City with RFIs regarding the bid documents and bid process. Consultant will respond to questions in writing within 3 days to the CPM.
- During the bidding process assist the Agency and City with communications with Construction Contractors and suppliers in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage.
- Prepare and provide a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the Agency and City.

Table 1. Anticipated Plan Sheets

<u>Number of Sheets</u>	<u>Drawing Type</u>	<u>Included at 60%</u>	<u>Included at 90% and 100%</u>
<u>1</u>	<u>Title Sheet: Title of project, length of project limits, plan sheet index, vicinity map/location sketch, plan sheet index</u>	<u>X</u>	<u>X</u>
<u>2</u>	<u>General Notes, Legend, Abbreviations, and Key Map</u>	<u>X</u>	<u>X</u>
<u>1</u>	<u>Survey and Horizontal Control</u>	<u>X</u>	<u>X</u>
<u>3</u>	<u>Typical Sections</u>	<u>X</u>	<u>X</u>
<u>3</u>	<u>Pavement Plans</u>	<u>X</u>	<u>X</u>
<u>10</u>	<u>Standard Details (applicable City, County, ODOT standard drawings)</u>		<u>X</u>
<u>10</u>	<u>Stormwater Details</u>		<u>X</u>
<u>14</u>	<u>Detailed Curb Ramp Grading (Assume up to 3 curb ramps per sheet)</u>	<u>X</u>	<u>X</u>
<u>8</u>	<u>Detailed Driveway Grading (Assume up to 2 driveways per sheet)</u>	<u>X</u>	<u>X</u>
<u>7</u>	<u>Erosion Control Cover Sheet, Plans, and Details (includes 1200-CA permit package)</u>		<u>X</u>
<u>10</u>	<u>Roadway & Stormwater Plan and Profile Sheets</u>	<u>X</u>	<u>X</u>
<u>3</u>	<u>Landscaping Plan</u>	<u>X</u>	<u>X</u>
<u>2</u>	<u>Landscaping Details</u>		<u>X</u>
<u>4</u>	<u>Retaining Wall Sheets</u>	<u>X</u>	<u>X</u>
<u>4</u>	<u>Pedestrian Bridge Sheets</u>	<u>X</u>	<u>X</u>
<u>3</u>	<u>Johnson Creek Bridge Strengthening Sheets</u>	<u>X</u>	<u>X</u>
<u>7</u>	<u>Signing and Striping Plans</u>	<u>X</u>	<u>X</u>
<u>5</u>	<u>Signing and Striping Details</u>		<u>X</u>
<u>8</u>	<u>Illumination Plans and Details</u>	<u>X</u>	<u>X</u>
<u>2</u>	<u>RRFB Plans and Details</u>	<u>X</u>	<u>X</u>
<u>6</u>	<u>Temporary Traffic Control and Pedestrian Access Route Plans</u>	<u>X</u>	<u>X</u>
<u>113</u>	<u>TOTAL</u>		

TASK 8 ASSUMPTIONS

- Curb Ramps: Each design sheet will include three curb ramps to meet accessibility standards.
- Driveway Designs: Each sheet will feature two detailed driveway designs. Approximately fifteen driveways will require detailed plan and profile views; remaining driveway improvements will be summarized in a reference table.
- All plans will be drafted with AutoCAD 2022 software and the final CAD drawings provided to the Agency and City through a downloadable link.
- Substantial comments or plan changes are not anticipated between the 100% and Final Bid Set submittals and is not included in this scope of work.
- 60%, 90%, and 100% submittals will be electronic submittals in PDF format.
- Final bid documents will be submitted both electronically in PDF format and as a hard copy.
- A pre-bid meeting will not be held for this project and is not included in this scope of work.
- Bid addendums are not included in this scope of work. If bid addendums are needed, they will be prepared by the County or City.

TASK 8 DELIVERABLES

- Meeting minutes from design workshops delineating identified design requirements
- Final Design Memorandum (one electronic copy in PDF form)
- Final Design Exceptions
- 60%, 90%, 100%, and final signed For Bid Drawings (in PDF format, sized to 22x34 paper)
- 60%, 90%, and 100% Engineer's Construction Cost Estimate
- 90%, 100%, and final For Bid Special Provisions and Bid Schedule.

9. Right-of-Way Research, Descriptions, Appraisals and Acquisitions

9.1. Right-of-Way and Real Property Acquisition Services

The Consultant will provide title research, maps, legal documents, appraisals, negotiations, and acquisition and relocation services. The Consultant will obtain preliminary title reports and current vesting deeds as needed for properties within the project boundaries. The amount of permanent easement or right-of-way acquisition is uncertain for this project until further design development. The Consultant should assume up to twelve (12) acquisition files are required for this project in order to install retaining walls, sidewalks or storm water facilities. Although the majority of properties abutting the project area are within the City of Milwaukie, Agency ROW staff will be the primary point of contact during the ROW process and will direct coordination with the City.

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- ORS 35, with reference to the “Uniform Appraisal Standards for Federal Land Acquisitions”
- Uniform Act
- County ROW acquisition policies and procedures (which are guided by the ODOT ROW Manual)

The recommended approach to ROW coordination with the Agency and City is to:

- Designate a ROW PM to communicate directly with the Agency and City ROW PM or Designees
- The Consultant ROW PM should disseminate information and provide direction to the rest of the ROW team
- Hold an initial ROW coordination meeting with Agency, City and Consultant ROW staff to discuss policy and procedure and ROW acquisition strategy.

Consultant shall use Agency versions of all forms, spreadsheets, brochures and pamphlets referenced in the “ODOT Right of Way Manual” and needed to complete work associated with Task 9.0. These forms, spreadsheets, brochures and pamphlets shall not be altered without written permission from the Agency. They may be obtained through the Agency ROW PM or Designee.

Consultant shall track status for all ROW files to be acquired for the project in the Excel spreadsheet format provided by Agency. Consultant should coordinate the details of this process with the Agency and the City ROW PM or Designees at the ROW Coordination meeting.

Consultant shall provide ROW acquisition services, following County policies and procedures. It is assumed a total of twelve (12) acquisitions are required for the project for which title reports for all permanent easements will be needed in addition to maps and descriptions, General Information Notice (GIN) letters, limited appraisals and reviews, and acquisition and closing assistance will be needed.

The Agency and the City intend to acquire the temporary and permanent easements that are uncomplicated and estimated to be valued less than \$15,000 using an Administrative Determination of Just Compensation (“ADJC”) process. ADJC values will be determined and prepared by Agency and City staff through analysis and review of the sales used in the appraisal of a similar zoned property. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. It is assumed that appraisals will be taking and damage appraisal formats. As a contingency, simple valuations prepared by a licensed appraiser may be used in place of ADJCs.

The Agency intends to utilize its “alternative acquisition for driveway transition” process for any Temporary Easements needed for simple driveway transitions. The Agency’s process is similar to the process outlined in Section 6.325 of the ODOT Right of Way Manual.

Permanent acquisitions shall be acquired in the City’s name if located within the City of Milwaukie and in the County’s name if the property is unincorporated. It is assumed there will be no displaced persons.

9.2. Preliminary Title Reports and Existing Easements

Consultant shall obtain preliminary title reports as needed to locate and identify existing easements and property ownership. Preliminary title reports will be necessary for each property from which a Permanent Easement will be required.

9.3. Right-of-Way Strip Map and Impact Maps

Consultant shall develop a ROW strip map and impact maps showing existing and proposed Right-of-Way lines and permanent and temporary easement lines. ROW maps are to be provided to the ROW staff upon delivery of 60% construction plans. ROW impact maps shall be updated as construction plans are updated and produced. File numbering for the acquisitions will be reviewed and approved by Agency ROW PM or Designee.

- Scale for the ROW maps, shall be in English units, the scale is to be an appropriate Engineering scale such as 1”=20’, 1”=40’, 1”=60’, 1”=100’.
- For each parcel, show map and tax lot number, site address, vested owner name and deed number, and file number.
 - Major improvements within the easement areas and within 20 feet of the outer most area of acquisition shall be shown. If no acquisition is being acquired for a particular parcel, then show major improvements 20 feet from the existing ROW line. (Examples of major improvements to be shown on the ROW map are: houses, outbuildings, driveways, fences and other miscellaneous features needed for determining Just Compensation.)

9.4. Right-of-Way Descriptions & Exhibit Maps

Consultant shall:

- Prepare and assemble all title documents, including vesting deeds and preliminary title reports for each impacted property.
- Consultant shall develop and provide a centerline description from one end of the project limits to the other to be used by Agency and/or City with their Resolution of Necessity for the project. Agency will

provide an example if needed. Agency and/or City will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by Agency and/or City.

- Prepare ROW Maps and Descriptions (Exhibits A and B) according to the guidelines and example provided by the Agency. Agency and/or City will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by Agency and/or City. Maps and descriptions will be made on 8 1/2" x 11" paper. Written legal description should be referenced as "Exhibit A" and the map as "Exhibit B". Each description will include the following:
 - Descriptions shall be dated and stamped by a professional land surveyor licensed in the State of Oregon.
 - Descriptions for the properties shall reference the last recorded deed by type of deed, owner's name, book and page, and date recorded. This information is to be taken from the last vesting deed.
 - Descriptions shall reference easements as "Permanent" i.e. (Permanent Right of Way for Road Purposes Easement, Permanent Slope Easement, Permanent Public Utilities Easement, Etc.) or as "Temporary" i.e. (Temporary Construction Easement, Temporary Mitigation Easement, Etc.).
 - Descriptions shall reference ROW easements as Parcel 1 and other easements as subsequently numbered parcels. Multiple easements per Parcel are acceptable (e.g. Parcel 2- Permanent Slope and Public Utilities Easement, Parcel 3 - Temporary Construction Easement).
 - Descriptions shall reference centerline stations on the map. Show the distance from the centerline to existing ROW line and from centerline to proposed ROW and/or easement line(s) on the parcel map.
 - On each parcel map provide a legend showing with a hatch, the areas being acquired. Give the areas for each parcel in square feet. Note: Legend should be consistent from file to file. For example, a hatch used for a permanent slope easement would be the same for all files on the project.
 - Show north arrow, appropriate scale, project name, Agency and City project number and date exhibit was prepared.
 - Feet are to be shown on all distances in "Exhibit B" (excluding centerline).

9.5. Right-of-Way Staking

Consultant shall:

- Stake proposed and existing ROW and easements for appraisals and acquisition process in accordance with ORS 368.106.

9.6. Preliminary Activities

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the right of way to be acquired) to all owners and occupants of affected properties. Consultant shall mail GINs via regular mail. Consultant shall use Agency GIN form. Consultant shall email a copy of each GIN as a separate file to the Agency ROW PM or Designee.

Consultant shall prepare and maintain a Diary of Personal Contact for each file. The Diary of Personal Contact must include dates associated with the mailing of the GIN in addition to the date, place of contact, parties contacted, what was delivered and explained, and a summary of what was discussed, for all contact with affected property owners and/or their representatives.

9.7. Appraisal and Appraisal Review

An initial analysis will be made to determine which files will need appraisals. The analysis will be based on the Exhibits A and B produced in Task 9.0 (D). Consultant will bring the results of the analysis to Agency and City ROW Program Manager and CPM for discussion and decision. An appraisal will be needed for all files that are estimated to be valued above \$15,000.

Consultant shall use appraisers who are licensed in the State of Oregon, experienced and competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Appraisals for this purpose shall be made in accordance with ORS Chapter 35. One appraisal and appraisal review for each type of

property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. Appraisal and Appraisal Review shall be made by different appraisers. It is assumed that appraisals will be taking and damage appraisal formats. It is assumed that appraisal reviews will include a field review of subject and sales used in the valuation process. Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property. Tenant owned improvements included in the acquisition must be identified and segregated in the appraisal.

Consultant shall provide 1 hard copy and 1 digital copy of each appraisal and appraisal review to the County for review. The Agency and the City shall recommend Just Compensation based on the appraisal. Just Compensation shall be no less than the reviewed appraisal amount.

9.8. Right-of-Way Acquisition

All ROW shall be acquired in the name of the applicable jurisdiction, either City or County, as easement. Consultant shall conduct negotiations, on behalf of the City or County, in good faith and in compliance with all state laws and regulations and City or County policies and procedures.

Consultant shall conduct negotiations for acquisition of real property based on Just Compensation issued by Agency. Consultant shall use Acquisition Agents who are licensed in the State of Oregon to conduct real estate transactions, experienced and competent in negotiating and acquiring real property rights under the rules and regulations related to the power of eminent domain.

Consultant shall consult with Agency and the City to determine the extent to which Consultant will be responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall discuss the condition of the title with the property owner at the offer presentation or as soon as possible after the offer is mailed. The discussion will address the Agency's and the City's intention to clear the lender's interest in the acquisition, if any. Consultant shall present any requests for taking title subject to one or more outstanding interests to Agency and the City for approval. Fee owners' and contract purchasers' ownership interests must be addressed. Lender's interests must be addressed. When impacted by the taking, lessees' interests must also be addressed.

Consultants shall prepare and present to Agency and City a draft Offer Packet for review before any offers are made. All offers will be made by consultant as Agency's or City's Buyer's Agent. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, City or County's Obligations Agreement if appropriate, copy of appraisal or ADJC, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged). Offers will be made to all owners and all negotiations shall be conducted with all owners unless all owners have designated a representative in writing or are represented by legal counsel. Consultant shall notify Agency and City as soon as possible when legal counsel enters the acquisition process.

To every reasonable extent possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail with return receipt request. Dates of delivery and an accounting of the events leading to the decision to mail the offer must be documented in the Diary of Personal Contact and the file. It is recommended that delivery be periodically tracked to ensure there are no problems.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days). Counter offers from the owner should be accompanied by information the owner believes is relevant to determining the value of the property and reviewed with the Agency ROW PM and the City promptly. Consultant shall attempt to negotiate an approved administrative settlement, but shall not take

any coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to Agency and City for final approval, acceptance, payment, conveyance of title and recording. The Final Report Packet shall include Agency's Final Report and Transmittal of Documents form and all other documentation associated with the ROW activities conducted for this file. Consultant shall include satisfactory documentation of signer's authority to sign if Grantor is a Trust, Corporation, Partnership, or Non-Profit. Consultant shall mail or deliver the Final Report Package and email a digital scan of the Final Report Package to the Agency ROW PM and the City or Designees in a reasonable amount of time after all signed offer documents have been received by Consultant.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a written justification and owner supplied supporting documentation to Agency and City for approval. If accepted see above.
- IF an acceptable agreement is not reached within the timeframe set by Agency, Consultant shall prepare and submit a Recommendation for Condemnation (RC) Packet. The RC Packet shall include County's RC form and all other documentation associated with the ROW activities conducted for this file. Consultant shall mail or deliver the packet and email a digital scan of the packet to the Agency ROW PM and the City or Designees in a reasonable amount of time after the decision to RC the file is made. Consultant shall also provide to Agency and City the Microsoft Word (editable) versions of any and all documents upon request (e.g. Diary, Obligations Agreement, Conveyance Documents, Offer Letter, Acquisition and Relocation Summaries).

Consultant shall continue documenting the Diary of Personal Contact for each file until the file is transmitted to the Agency and the City. The Diary of Personal Contact must include a dated record in chronological order of all contact with property owners and or their representatives and all occupants and or their representatives, including but not limited to the means by which the communication took place (email, fax, telephone, in person, etc.), the location of the contact, efforts to achieve amicable settlements, owners' suggestions for changes in plans, responses to owners' counterproposals, etc.

The Agency and City is to be notified as soon as possible upon engagement with a property owner's legal representation.

TASK 9 ASSUMPTIONS

- Acquisitions required for permanent infrastructure items only.
- Right of Entry permit will address minor impacts to private property including driveway connections and catch slopes.
- City staff will obtain Right of Entry permits.
- Consultant will not attend meetings with property owners.
- Assumes twelve (12) taking and damages appraisals and twelve (12) desk appraisal reviews. There are no specialty reports needed. If needed scope and fee will be amended for additional costs.
- Assumes 10 additional files are not included. If needed scope and fee will be amended for additional costs.
- There is no permanent relocation. If needed, scope and fee will be amended for additional costs.

TASK 9 DELIVERABLES

- Preliminary Title Reports and supporting documents
- Right-of-Way Impact Maps (77 impact maps and one overall strip map)
- Right-of-Way Legal Descriptions (12 maps and descriptions)
- Right-of-way Staking (12 files)
- General Information Notice Letters (12 files)
- Appraisals and Appraisal Reviews (12 files)
- Acquisition/Negotiation/RC files (12 files)

10. Construction Services

The consultant team will provide design services during construction, as described in the subtasks below.

10.1. Pre-construction Conference

Attend the pre-construction conference to define responsibility, standards, special items of interest to the project, traffic control, maintaining access, communications, and scheduling. Up to four (4) staff from the consultant team will attend the pre-construction conference.

10.2. Construction Assistance

The consultant will work directly with the City's construction management during construction and will perform the following tasks:

- Provide inspection services as requested by the City. This scope of work includes up to 150 hours. This scope of work includes field inspection of key structural elements including concrete formwork, steel reinforcing placement, concrete placement and curing, bridge bearings, pedestrian bridge installation, abutment back fill materials and placement, existing bridge superstructure repair.
- Interpret the plans and specifications and respond to questions, including site visits if necessary, up to the following limits: up to 24 hours by civil EOR, up to 8 hours by Civil Engineer IV, up to 6 hours for stormwater EOR, up to 26 hours for traffic (DKS staff), and up to 4 hours for Landscape Architect.
- Review shop drawing submittals for retaining walls, pedestrian bridge, and bridge strengthening. This scope of work includes review of up to seven (7) structural shop drawings or submittals. Shop drawings and submittals will be reviewed within 7 calendar days of receipt.
- Assist with field design changes, review RFI's, and review change orders related to retaining walls, pedestrian bridge, and bridge strengthening; this scope of work assumes up to nine (9) design changes, RFI's, or change orders for related to structures.
- The consultant will attend a monthly meeting with Agency or City project managers to review construction progress and coordinate with utilities. Assume twelve (12) half hour meetings to be held virtually on MS Teams with one (1) consultant staff.
- Attendance at the final inspection by four (4) staff.
- Provide a punch list to the City construction management team.

10.3. Construction Surveying and Checks

The consultant shall provide up to three days (3) of construction staking verification. Construction staking will be the responsibility of the contractor.

10.4. Project Closeout

After construction is complete, the final inspection is complete, and the project is accepted by the City, the consultant will:

- Modify the plans and profiles to reflect any changes made during construction, with input from City construction management based on data provide by the inspector's and contractor's field drawings, field notes, field design changes, and other contractor submittals.
- Provide a set of reproducible mylar record drawings to the Agency and City along with associated AutoCAD drawing files
- Prepare and file post-construction record of survey. Check existing monuments and set survey monuments if needed that are disturbed or destroyed by construction.

TASK 10 ASSUMPTIONS

- As-built survey is not included in this scope of work.
- Construction staking is not included in this scope of work. Construction staking will be the responsibility of the contractor.
- City will review and approve all materials submittals, with the exception of submittals for structures listed in Task 10.2.

- City will respond to RFI's. Consultant will assist with questions from the City up to the budgeted hours shown in task 10.2.
- City will write and process all change orders.
- City of Milwaukie staff will provide arborist services during construction for work adjacent to preserved trees.
- Scope of work assumes a construction duration of 12 months.

TASK 10 DELIVERABLES

- Vertical and horizontal control (set in field and in electronic format)
- Shop drawing and submittal review comments
- One set of mylar record drawings and the associated electronic files (PDF and AutoCAD)
- Filed post-construction record of survey

**EXHIBIT B
FEE SCHEDULE**

Stanley Avenue Improvement Project

Fee Estimate

Summary of Otak, Inc. and all Subconsultants

Otak Project # 021743.000

Task	Description	Otak	DKS	Epic	Lou Phemister	Shannon & Wilson	Total Hours	Total Budget by Task	Percent by Task
1.0	Project Management and Coordination								8.3%
1.1	Project Management and Administration	117	64				181	\$35,285.92	
1.2	Project Coordination and Meetings	242	16	5			263	\$50,616.76	
1.3	Quality Control Management and Review	72		104			176	\$30,922.03	
2.0	Survey, Field Investigations and Mapping								7.1%
2.1	Topographic Survey	485					485	\$58,179.07	
2.2	Monument Recovery and Pre-Consturction Record of Survey	246					246	\$41,391.62	
3.0	Environmental Reconnaissance and Permitting								3.9%
3.1	Natural Resources	80					80	\$12,999.70	
3.2	Hazardous Materials					40	40	\$7,640.00	
3.3	Cultural or Historic Resources (NOT USED)								
3.4	Hydrology	124					124	\$19,232.20	
3.5	Arborist				100		100	\$14,500.00	
4.0	Preliminary Engineering Studies - Stormwater, Geotechnical, and Structures								9.5%
4.1	Stormwater Drainage & Water Quality / Quantity Studies	238					238	\$36,513.60	
4.2	Geotechnical Evaluation					463	463	\$82,800.00	
4.3	Structures TS&L	52					52	\$8,580.13	
4.4	Traffic Engineering		28				28	\$5,410.00	
5.0	Utility Coordination								1.9%
5.1	Utility Coordination	187					187	\$23,871.07	
5.2	Clackamas River Water Coordination	16					16	\$2,715.23	
6.0	Public Involvement/Outreach								1.4%
6.1	Public Involvement/Outreach	121					121	\$19,685.43	
7.0	Conceptual Alternatives and Preliminary Design (30%)								8.4%
7.1	Design Criteria	18	13				31	\$5,680.75	
7.2	Preliminary (30%) Roadway Design	574	20				594	\$94,252.92	
7.3	Stormwater Management Preliminary (30%) Alignment and Grade	44					44	\$7,088.84	
7.4	Construction Estimate	32					32	\$5,206.98	
7.5	Design Exceptions	27					27	\$5,589.20	
8.0	Final Design Plans (60%, 90% and 100% Bid Ready PSE) and Bid Assistance								42.1%
8.1	60% Design	1,356	438				1,794	\$289,933.32	
8.2	90% Design	1,048	134				1,182	\$189,084.79	
8.3	100% Design	440	68				508	\$79,132.37	
8.4	Final Bid PS&E and Bid Assistance	162	38				200	\$31,189.69	

Stanley Avenue Improvement Project
 Fee Estimate
 Otak
 Otak Project # 021743.000

Task	Description	Civil Engineer X	Civil Engineer IX	Civil Engineer VIII	Civil Engineer IV	Engineering Designer II	Engineering Tech IV	PIC/PLS Sr. Manager	Professional Land Surveyor III	Survey Crew Chief II	Survey Field Technician II	Survey Office Technician IV	Construction Manager II	Civil Engineer VII	Civil Engineer IV	Engineering Designer III	Civil Engineer VII	Civil Engineer V	Civil Engineer VIII
1.0	Project Management and Coordination																		
1.1	Project Management and Administration	8		80															
1.2	Project Coordination and Meetings	2		103	6			4						8			4	24	8
1.3	Quality Control Management and Review		72																
2.0	Survey, Field Investigations and Mapping																		
2.1	Topographic Survey							40		185	185	75							
2.2	Monument Recovery and Pre-Construction Record of Survey							100	16	65	65								
3.0	Environmental Reconnaissance and Permitting																		
3.1	Natural Resources																		
3.2	Hazardous Materials																		
3.3	Cultural or Historic Resources (NOT USED)																		
3.4	Hydrology														24	60	40		
3.5	Arborist																		
4.0	Preliminary Engineering Studies - Stormwater, Geotechnical, and Structures																		
4.1	Stormwater Drainage & Water Quality / Quantity Studies													40	110	88			
4.2	Geotechnical Evaluation																		
4.3	Structures TS&L																	32	8
4.4	Traffic Engineering																		
5.0	Utility Coordination																		
5.1	Utility Coordination			12	28	123													
5.2	Clackamas River Water Coordination			6	6														
6.0	Public Involvement/Outreach																		
6.1	Public Involvement/Outreach			21	18		6												
7.0	Conceptual Alternatives and Preliminary Design (30%)																		
7.1	Design Criteria			6	12														
7.2	Preliminary (30%) Roadway Design			140	128	124	20											40	22
7.3	Stormwater Management Preliminary (30%) Alignment and Grade													12	20	12			
7.4	Construction Estimate			4	16	4								2					2
7.5	Design Exceptions			24															
8.0	Final Design Plans (60%, 90% and 100% Bid Ready PSE) and Bid Assistance																		
8.1	60% Design			263	304	203	176							68	80	40		48	18
8.2	90% Design			228	247	118	116							40	50	35		40	14
8.3	100% Design			64	66	46	32							20	40	20		40	14
8.4	Final Bid PS&E and Bid Assistance			20	20		12							8	8			22	8
9.0	Right-of-Way Research, Descriptions, Appraisals and Acquisitions																		
9.1	Right-of-Way and Real Property Acquisition Services																		
9.2	Preliminary Title Reports and Existing Easements																		
9.3	Right-of-Way Strip Map and Impact Maps			24		80	56												
9.4	Right-of-Way Descriptions & Exhibit Maps							45	13			40							
9.5	Right-of-Way Staking							2		40	40	6							
9.6	Preliminary Activities																		
9.7	Appraisal and Appraisal Review																		
9.8	Right-of-Way Acquisition																		
10	Construction Services																		
10.1	Pre-construction Conference			4	2									2				2	2
10.2	Construction Assistance			42	14								150	8				54	24
10.3	Construction Surveying and Checks							4		24	24	12							
10.4	Project Closeout	2		13	12			40	10	50	50	40							
	Total Hours	12	72	1,054	879	698	418	235	39	364	364	173	150	208	332	255	44	302	120
	Current Billing Rate	\$236.00	\$220.00	\$210.00	\$154.00	\$110.00	\$120.00	\$245.00	\$170.00	\$111.00	\$80.00	\$141.00	\$147.00	\$191.00	\$154.00	\$118.00	\$191.00	\$163.00	\$210.00
	Annualized Billing Rate	\$246.46	\$229.75	\$219.31	\$160.83	\$114.88	\$125.32	\$255.86	\$177.53	\$115.92	\$83.55	\$147.25	\$153.52	\$199.47	\$160.83	\$123.23	\$199.47	\$170.22	\$219.31
	Total Labor Cost	\$2,957.51	\$16,542.03	\$231,149.79	\$141,365.42	\$80,182.89	\$52,383.09	\$60,126.72	\$6,923.84	\$42,194.71	\$30,410.60	\$25,474.10	\$23,027.26	\$41,488.74	\$53,393.99	\$31,423.59	\$8,776.47	\$51,407.70	\$26,316.86
	Direct Expenses																		
	Project Total																		

Otak Expenses				
Equipment and Mileage				
	Number	unit	Rate	Total
Color Printing	10	map	\$ 2.50	\$ 25.00
Mileage (16 miles, round-trip at \$0.70/mile)	24	trips	\$ 11.20	\$ 268.80
GeoTerra	1	service	\$ 13,550.00	\$ 13,550.00
Survey Mileage (16 miles, round-trip at \$0.70/mile)	47	trips	\$ 9.75	\$ 458.25
Survey Filing Fee	2	filing fee	\$ 1,300.00	\$ 2,600.00
TCP for manholes	1	service	\$ 1,600.00	\$ 1,600.00
Flagging Services for manholes	1	service	\$ 4,000.00	\$ 4,000.00
Vac-X (5 potholes)	1	service	\$ 9,855.00	\$ 9,855.00
Total Expenses				\$ 32,357.05

