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Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 1, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract #1908 with DOWL, LLC, for On-Call Civil Engineering and Inspection Services for Pavement Resurfacing Projects. Total Contract Value \$750,000.00 for three years. Funding is through the Community Road Fund and County Road Funds No County General Funds are involved.

Previous Board Action/Review: NA

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

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Jon Sparks

Contact Phone: 503-650-3235

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

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

RECOMMENDATION: Staff respectfully recommends that the Board approve this Personal Services contract with DOWL, LLC, for on-call engineering and construction inspection services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001908**

This Personal Services Contract (this "Contract") is entered into between **DOWL, LLC** ("Contractor") and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2028**.
- 2. Scope of Work.** Contractor shall provide the following engineering support and inspection services ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** for accomplishing the Work required by this Contract. Because this is an on-call or as-needed contract and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full \$750,000.00 authorized herein. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

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

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Lkitts@Clackamas.us, Tabbott@Clackamas.us and Jsparks@Clackamas.us

- 5. Travel and Other Expense.** Authorized: ☒ Yes ☐ No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference

and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

7. Contractor and County Contacts.

Contractor Administrator: Jason Kelly Phone: 971-634-2002 Email: Jkelly@dowl.com	County Administrator: Jon Sparks Phone: 503-964-4522 Email: JSparks@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the

County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of County's reasonable defense costs (including reasonable attorney fees) in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

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

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

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

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

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article I, Section 7. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such

deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.

- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. Time is of the Essence. Contractor agrees that time is of the essence in the performance of this Contract.

23. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

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

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

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

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

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

28. Reserved.

29. Reserved.

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

31. Reserved.

32. Reserved.

33. Reserved.

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

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

DOWL, LLC

Clackamas County

Jason Kelly

Digitally signed by Jason Kelly
DN: CN=Jason Kelly, OU=Standard,
OU=Users, OU=Staff, DC=DOWL,
DC=COM
Date: 2026.09.16 12:04:36-07'00'

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

1931848-93

Oregon Business Registry #

Approved for Legal Sufficiency

FLLC/Delaware

Entity Type / State of Formation



County Counsel

9/16/2026

Date

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



REQUEST FOR PROPOSALS #2026-22

FOR

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

BOARD OF COUNTY COMMISSIONERS

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

**Gary Schmidt
County Administrator**

**Tralee Whitley
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 6, 2026

TIME: 2:00 PM, Pacific Time

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

SCHEDULE

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

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

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

Location of RFP documents: OregonBuys

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

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

Submitting Proposals: Bid Locker

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

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

Contact Information

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

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

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

County will consider any protests received and:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

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

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

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

3.2 BACKGROUND

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

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

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

3.3. SCOPE OF WORK

3.3.1. **Scope:**

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

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

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

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

3.3.3. Work Schedule:

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

3.3.4. Term of Contract:

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

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

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

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

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

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

The following insurance requirements will be applicable:

- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

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

SECTION 4 EVALUATION PROCEDURE

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

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

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

4.2 Evaluation Criteria

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

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

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

SECTION 5 PROPOSAL CONTENTS

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

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

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

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

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

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

5.2 Cover Letter (not to exceed 1 page):

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

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

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

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

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

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

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

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

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

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

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

5.6 Supportive Information (not to exceed 2 pages):

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

5.7 Completed Proposal Certification (see the following form)

5.7 COMPLETED PROPOSAL CERTIFICATION

PROPOSAL CERTIFICATION RFP #2026-22

Submitted by: DOWL, LLC; Delaware
(Must be entity's full legal name, and State of Formation)

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

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

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

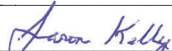
SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation,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

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

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

Name: Jason Kelly, PE

Date: May 6, 2026

Signature: 

Title: Contract Manager

Email: jkelly@dowl.com

Telephone: 971.634.2002

Oregon Business Registry Number: #1931848-93

OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☒ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTOR'S PROPOSAL



May 6, 2026

Clackamas County
Attention: Tralee Whitley
Procurement Division, Public Services Building
2051 Kaen Road
Oregon City, OR 97045

Subject: On-Call Engineering & Inspection Services Pavement Resurfacing Projects | RFP #2026-22

Dear Tralee and Members of the Selection Committee:

DOWL's prior experience delivering work for the County, combined with our construction engineering and inspection (CE&I) services throughout Clackamas County, has given us a strong understanding of the County's need for reliable, responsive support to deliver pavement resurfacing and preservation projects efficiently and with consistent quality.

DOWL has 63 years of experience providing CE&I services for transportation and infrastructure projects across Oregon. Our construction administration (CA) and CE&I teams have supported paving, grind and inlay, overlays, and pavement preservation projects for the state and local agencies throughout the region, including Clackamas County. This experience gives us a practical understanding of standards, contractor practices, and the field challenges common to these projects. DOWL is well positioned to support this on-call contract because we provide the following key strengths:

- **Local, qualified staff.** DOWL maintains qualified quality control compliance specialist (QCCS) staff and inspectors who live and work in Clackamas County. Our team is familiar with local conditions, County expectations, and specifications, which allows projects to move forward smoothly with minimal startup time.
- **Significant capacity and depth of resources.** DOWL has the largest dedicated CA/CEI team in Oregon and is the only firm with a fully dedicated CE&I team based in Clackamas County. This depth allows us to support multiple task orders at once, adjust staffing as project needs change, and maintain continuity throughout construction.
- **Rapid and reliable responsiveness.** With management, QCCS, and inspection staff based locally, DOWL can respond quickly to County requests, short-notice task orders, and emergency situations. Our team has a strong track record of mobilizing qualified personnel promptly while maintaining consistent quality in the field.

Our team is personally invested in the success of the projects and the community they live in. This local commitment, combined with our experience and capacity, allows DOWL to be a dependable partner to the County throughout the duration of this on-call contract.

Should DOWL be selected, I am authorized to negotiate task orders and execute contracts on behalf of the firm. I can be reached using the contact information provided below. Thank you for the opportunity to submit our proposal. We appreciate your consideration and opportunity to continue supporting Clackamas County.

Sincerely,

DOWL

Jason Kelly, PE
Contract Manager
971.634.2002 | jkelly@dowl.com

5.3 BACKGROUND & QUALIFICATIONS

Firm Overview

DOWL is a multidiscipline professional services firm providing CA, CEI, engineering, planning, environmental, cultural resources, and owner's representation services to public-sector clients throughout Oregon and across the western United States. With nearly 560 employees company-wide and more than 165 staff located in Oregon, DOWL combines broad technical capacity with a strong local presence to support projects for counties, cities, and state agencies.

The firm has grown steadily for more than six decades while maintaining a collaborative "one-company" approach that emphasizes staff continuity, practical solutions, and long-term client relationships. DOWL's organizational structure allows project teams to draw from a wide range of internal expertise while maintaining local leadership and day-to-day coordination close to the client.

DOWL is a full-service engineering firm with expertise well beyond construction, engineering, and inspection (CE&I). We provide knowledgeable staff in four practice areas that are comprised of 12 market sectors.



**Water &
Environmental
Services**



**Transportation
& Structures**



**Civil & Land
Development**



**Construction-
Related
Services**



The DOWL team has an office located in Clackamas County in Lake Oswego. Our CE&I teams have worked on projects throughout the region, successfully delivering projects and work including paving for ODOT, City of Oregon City, City of Milwaukie, City of Wilsonville, and Washington County.

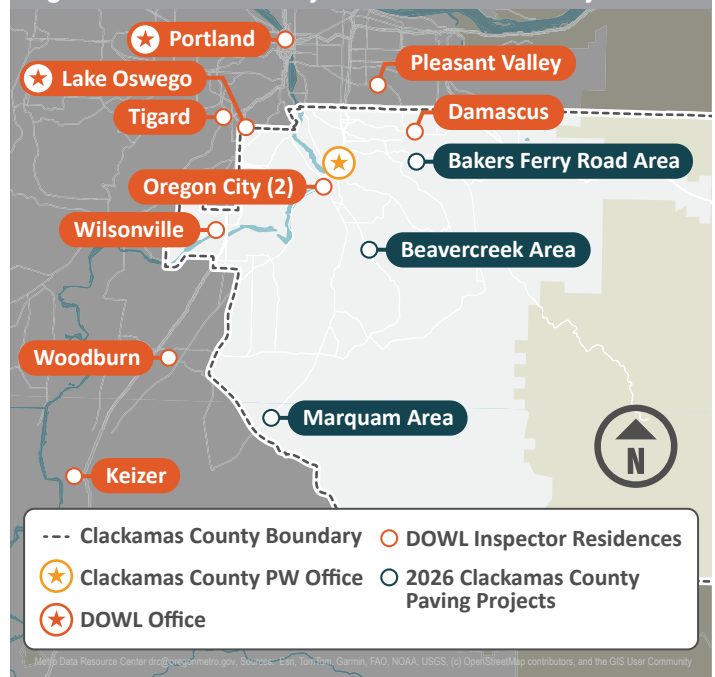
Staff Proximity to Clackamas County

DOWL maintains a significant concentration of field staff within and surrounding Clackamas County based out of the Lake Oswego Office. The team is supported by additional personnel from our Eugene, Salem, Bend, and Medford offices. These offices collectively function as a regional hub serving Clackamas County and the state. The Lake Oswego office serves as a central base for many key personnel supporting local municipal and infrastructure projects in the Metro Area. A total of 50 multi-disciplinary employees are based in the Lake Oswego office, providing readily available staff for project coordination, field support, construction observation, and in-person meetings. This proximity allows DOWL to provide responsive service, maintain strong communication with County staff, and support projects with consistent local involvement from planning through construction.



DOWL has been working with the City of Oregon City consistently on all Capital Improvement Plan (CIP) projects since 2010. Our proximity to the City has allowed us to maintain this contract successfully.

Figure 1: Staff Proximity to Clackamas County



Integrated Local Value to Clackamas County

Through our Lake Oswego and other local offices, DOWL brings a strong local presence, a large and experienced Oregon-based staff, and a proven record of delivering infrastructure and municipal projects throughout the state. Our proximity to Clackamas County, combined with our technical breadth and collaborative approach, DOWL supports reliable project delivery, effective coordination with County staff, and consistent involvement from planning and design through construction.

Oregon Background & Relevant Project Experience

DOWL delivers CE&I projects with a strong concentration in Clackamas County and the Portland Metro region. Our CE&I teams support grind-and-inlay, asphalt overlays, pavement rehabilitation, traffic control staging, ADA improvements, and coordination with utilities and adjacent development on both local and regional roadways. This work is performed for county, city, and state transportation agencies and requires consistent field presence, accurate quantity tracking, and coordinated construction oversight.



Our CE&I team has successfully delivered projects within Clackamas County including the Sunrise Expressway extending highway OR224 to OR212, the connection to Lawnfield Road and Minuteman Way, the Tolbert crossing over the UPRR railroad, OR213 Jughandle, and the CRC Bridge Widening by Clackamas Town Center.

Experience of Firm & Staff

Our projects, on the following page, have been completed in the past five years and further highlight our breadth and depth of experience, especially with overall work quality and cost control.

ODOT Region 1, OR217: OR10 to OR99W, January 2022 - October 2025



DOWL's CE&I team worked around the clock monitoring paving during a 48-hour closure window on OR217

This \$150 million project improved one of Oregon's busiest corridors, including roadway, structures, storm facilities, ADA curb ramps, traffic, erosion control monitoring, and electrical and involved paving 100,000 tons of asphalt, pavement repair sections, grind-inlay, overlay, and leveling course paving to adjust for new finished grades. This project had complex staging and phasing to allow vehicle access throughout the construction process. DOWL provided inspection, administration, QCCS, and coordination. DOWL's QCCS played a vital role in reviewing mix designs and performing required testing at the batch plant. Inspectors monitored grinding and paving operations, performed subgrade stabilization and paving repairs. Field staff worked alongside the contractor, working days and nights, weekends, and extended closures to complete paving operations. Jason and Ashan worked closely with the Oregon Department of Transportation's (ODOT) resident engineer (RE) office team evaluating contract change orders (CCO), providing cost estimates, and value engineering analysis.

DOWL Staff: Jason Kelly, PE; Ashan Fernando, EI; Tim Ownings; Trevor Downer; Jan Andrew, PE; Jacob Phillips, EI

Reference: Kelly Hawley-Martin, Transportation Manager 3, 503.731.3001, kelly.r.martin@odot.state.or.us

City of Milwaukie, On-Call Construction Inspection Services, Task Order 2025 Grind & Pave, August 2025 - September 2025



DOWL's inspectors monitored grinding and paving operations in 11 different neighborhoods across the City.

DOWL was awarded the larger of two City of Milwaukie consultant task orders due to the responsiveness and experience of our personnel.

DOWL's experienced inspector with QCCS credentials worked alongside the contractor for long shifts for the duration of this task, which involved completing grind and paving activities across 11 different project sites.

We helped deliver and make sure the contractor had traffic and erosion control measures in place prior to the work commencing, and verified grind depth and helped make sure the surface was cleaned and the mix temperatures were within specification. The team drafted a detailed work summary presenting all the work activities and quantities.

This work flow allowed DOWL to quantify the material placed at the end of the month, make payment to the contractor, and assist with effective cost control. The end result was a smooth, completed roadway the City and the residents of the neighborhoods were satisfied with.

DOWL Staff: Jason Kelly, PE; Trevor Downer

Reference: Jennifer Garbely, PE, City Engineer, 503.786.7605, garbelyj@milwaukieoregon.gov

Lincoln County, Paver Projects, 2021-2023



DOWL QCCS monitoring placement to make sure contractor performed the work as outlined in the contract.

DOWL assisted Lincoln County with multiple pavement overlay projects delivered under separate task orders across three paving seasons, at a time when the County lacked qualified staff to perform construction inspection and was experiencing challenges with the paving quality in previous years. DOWL provided primary inspection services on the Yachats River Road project, where the County noted improved project oversight and stronger contractor accountability. The DOWL QCCS team reviewed the mix design, conducted plant inspections, and improved testing procedures, resulting in higher-quality asphalt delivered to the site.

During construction, DOWL inspectors verified grinding depths, roadway preparation, asphalt thickness, mix

temperatures, and rolling patterns, which led to asphalt placement that met the County's work quality expectations that had been lagging in previous years. DOWL later provided inspection services for additional overlay projects in Toledo, Oregon, and supported County staff training on asphalt concrete pavement for project managers and inspectors. DOWL also supported an asphalt concrete pavement overlay on Logden Road. All projects included grinding at match points and driveway tie-ins. The QCCS team prepared daily quality control reports documenting construction progress and quantities, which aligned with the bid tabulation and supported monthly payment processing all to control costs.

DOWL Staff: Tim Owings

Reference: Andrew J. Blair, PE, Engineer, Asst. Director, 541.270.0382, ablair@co.lincoln.or.us

City of Oregon City, Molalla Ave Phase 3: Beaver Creek Road to OR 213, 2020-2021



DOWL monitored inspection of full roadway reconstruction, storm improvement, and accessibility with new sidewalk and bike lanes.

The Molalla Avenue Phase 3 project, from Beaver Creek Road to OR 213, was an \$8 million urban transportation improvement in Oregon City and the final phase of a multi-stage corridor upgrade. The work focused on improving safety and multimodal access along a key arterial and included full-depth pavement reconstruction (13,000 tons of asphalt concrete pavement), utility upgrades, new traffic signals, ADA-compliant sidewalks, street lighting, street trees, and buffered bicycle lanes, all within an active roadway carrying daily traffic and transit service.

Construction required multiple traffic control stages and carefully sequenced phases to maintain traffic flow.

DOWL's construction manager and inspection team coordinated phasing, monitored roadway reconstruction and paving, reviewed mix designs, monitored asphalt placement, and tracked quantities for payment.

Final work included striping, pavement markings, sidewalk reconstruction, and ADA ramp installation, which were documented by DOWL's certified ADA inspectors.

The project was completed on-time and on-budget, and the work quality met the City's expectations and contract requirements.

DOWL Staff: Jason Kelly, PE; Ashan Fernando, EI; Tim Owings; Jan Andrew, PE

Reference: Dayna Webb, Public Works Director, 503.974.5508, dwebb@orc.org

City of Oregon City, Holcomb Boulevard Safe Routes to School, 2024-2025



DOWL monitored inspections to improve accessibility to Holcomb Elementary School, including sidewalk, bike lane, and paved travel lane enhancements, along with updated roadway striping.

The Holcomb Boulevard Safe Routes to School (SRTS) project served Holcomb Elementary School and surrounding neighborhoods. DOWL provided comprehensive CA/CEI services, including project management, inspection, and QCCS with local staff to reduce costs and maintain project continuity.

The team coordinated closely with the City and contractor to limit impacts near the school, supported traffic control and erosion control efforts, and worked through multiple utility conflicts using practical, cost-effective solutions.

DOWL also oversaw grind and paving activities, verified milling depths, reviewed mix designs, tracked material quantities, processed monthly pay estimates, and helped achieve more than \$50,000 in asphalt cost savings.

DOWL Staff: Jason Kelly, PE; Ashan Fernando, EI; Jacob Phillips, EI; Trevor Downer

Reference: Erik Nichols, Project Manager, 971.204.4631, enichols@orc.org

Team Qualifications

Given DOWL's in-house capabilities, it is in the best interest of both the County and the project that DOWL self-performs all work without subconsultants. Our key team members' qualifications can be found on the following page.

Table 1: Key Staff Qualifications

Jason Kelly, PE | Yrs. Experience: 24 | Role: Contract Manager | Office: Lake Oswego
Education: BS, Civil Engineering | **License:** OR PE #72500

Qualifications & Experience: Jason has extensive experience delivering CE&I services for roadway and bridge projects. Jason has project experience in Clackamas County, where he is well regarded for his constructability focus, collaborative approach, and attention to cost and schedule impacts during construction.

Relevant Experience

- I-205 Corridor Projects
- OR224 Sunrise Expressway
- Molalla Avenue Phase 3
- Holcomb Boulevard Safe Routes to School
- OR217 Aux Lane Widening



Ashan Fernando, EI | Yrs. Experience: 13 | Role: Project Manager | Office: Lake Oswego
Education: BS, Civil Engineering | **License:** WA EIT #30859; OR Certified Traffic Signal Inspector #49430

Qualifications & Experience: Ashan has industry experience with ODOT and DOWL, having served as an inspector, construction designer, project coordinator, and assistant project manager. Ashan has supported major transportation projects for both state and local agencies. He navigates field conflicts by coordinating with the design team while closely monitoring the schedule and budgets.

Relevant Experience

- City of Vancouver, Clark County Pavement Preservation & Seal Project
- OR224 Sunrise Expressway
- Molalla Avenue Phase 3 Corridor
- OR217 Aux Lane Widening
- Holcomb Boulevard Safe Routes to School



Tim Owings | Yrs. Experience: 20 | Role: Senior QA/QC | Office: Medford
Certifications: ODOT Certified Inspector #43649

Qualifications & Experience: Tim is a QCCS, bringing experience in materials management for transportation and civil infrastructure projects. He has extensive hands-on experience with asphalt, concrete, aggregates, embankment materials, and surface treatments such as slurry seal and cape seal, and holds Oregon certifications. Tim reviews material submittals, leads quality control meetings, participates in preconstruction coordination, and reviews field and laboratory testing documentation.

Relevant Experience

- Molalla Avenue Phase 3
- Lincoln County Pavement Overlay
- OR217 Aux Lane Widening
- Ashland Street Overlay
- I-5 Halsey Paving Project



Trevor Downer | Yrs. Experience: 9 | Role: QCCS | Office: Lake Oswego
Certifications: ODOT Certified Inspector #51273; additional certifications shown in section 5.6

Qualifications & Experience: Trevor is a QCCS and inspector with DOWL's Construction-Related Services practice area. He supports construction engineering services with a focus on field inspection, quality control, and compliance for transportation projects. His experience includes working with asphalt, concrete, aggregate base and density testing subgrade materials.

Relevant Experience

- Holcomb Boulevard Safe Routes to School
- Molalla 24-Inch Transmission Main
- OR217 Aux Lane Widening
- City of Milwaukie, Paving On-Call

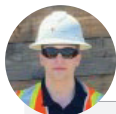


Jan Andrew, PE | Yrs. Experience: 20 | Role: Inspector | Office: Lake Oswego
Education: BS, Civil Engineering | **License:** OR Professional Engineer #75448; ODOT Certified Inspector #40882; additional certifications shown in section 5.6

Qualifications & Experience: Jan is a senior construction inspector supporting CE&I projects throughout Oregon. He brings extensive experience in roadway construction, including monitoring utility installations, overseeing roadway prism construction, and inspecting paving operations. Jan is highly detail-oriented and consistently helps deliver work that is performed in strict accordance with the contract plans and specifications.

Relevant Experience

- OR224 Sunrise Expressway
- Meyers Road Extension
- CRC Bridge Widening
- Molalla Avenue Phase 3
- OR217 Aux Lane Widening



Jacob Phillips, EI | Yrs. Experience: 2 | Role: Inspector | Office: Lake Oswego
Education: BS, Construction Engineering Management | **License:** OR EIT # 106177; ODOT Certified Inspector #52714; additional certifications shown in section 5.6

Qualifications & Experience: Jacob is a field project representative specializing in CE&I for transportation and infrastructure projects. He supports inspection and field activities for DOT and local agency work, with experience on freeway improvements, ITS, SRTS, and water transmission and distribution projects. Jacob contributes to project documentation, traffic control, utility coordination, and field inspection across a variety of civil projects.

Relevant Experience

- OR217 Aux Lane Widening
- Holcomb Boulevard Safe Routes to School
- Molalla Avenue Transmission Main



Our team holds relevant certifications and has worked closely with regional paving contractors, providing practical insight into common field conditions and construction challenges. Our team also has complementary experience supporting pavement resurfacing and preservation projects throughout Clackamas County.

5.4 PROJECT UNDERSTANDING & APPROACH

Project Understanding



The Clackamas County On-Call Engineering and Inspection Services for Pavement Resurfacing Projects is a three-year on-call contract to support paving and pavement preservation work throughout the County. Projects and work types performed under this on-call are anticipated to include the following:

Paving Projects

- Grind and inlay operations
- Asphalt concrete overlays of existing pavement
- Removal and replacement of existing asphalt placed in multiple lifts
- Localized pavement and subgrade repairs

Pavement Preservation Projects

- Chip seal with fog seal

- Slurry seal
- Asphalt rubber cape seal

Common Project Elements

- Traffic control and erosion control
- Pavement striping, legends, and pavement markings
- Guardrail adjustments
- Construction of new ADA curb ramps or upgrades to existing ramps to meet current County standards

Project Key Issues & DOWL Solutions

Key Issue #1: Quality

Solution: Successful pavement resurfacing projects depend on experienced personnel with the technical expertise to manage asphalt quality from production through placement. DOWL will assign certified inspectors and QCCS with proven experience on similar paving and preservation projects. Our local CE&I team has a strong track record delivering high-quality outcomes for public agency clients, supported by responsive management and consistent staffing from project start through completion. DOWL maintains three dedicated QCCS professionals, including one who resides within Clackamas County.

Key Issue #2: Capacity

Solution: DOWL offers significant capacity to support Clackamas County's paving program. Our CA/CEI group is the largest dedicated team in the state and the only team with a strong local presence based in Clackamas County. Four field staff reside within the County, with additional CE staff reporting to DOWL's Lake Oswego office, also located within Clackamas County.

Key Issue #3: Cost Control

Solution: DOWL places strong emphasis on cost control for paving projects, where small quantity changes can have large budget impacts. Especially in an environment of fluctuating oil costs, where even minor changes can result in notable budget impacts. Our field inspectors closely track asphalt placement and quantities, giving the project manager real-time visibility to evaluate costs and adjust paving limits in coordination with the client. This approach has produced measurable results, including more than \$50,000 in asphalt savings on the Holcomb Boulevard project and over \$75,000 in inspection budget savings on a recent multi-site ODOT project.

Proposer's Awareness of Project Requirements, Schedule, and Budget Control



DOWL understands that successful delivery of pavement resurfacing projects depends on proactive schedule management, disciplined cost control, and consistent oversight of construction activities. Our approach is built around early review of contract requirements, clear communication, and active field monitoring to support timely delivery and responsible use of public funds.

Scope: DOWL will review all contract documents prior to construction to develop a thorough understanding of the project scope and performance requirements. Field inspectors will monitor construction activities for consistency with the contract plans and specifications. When field conditions differ from those anticipated or conflicts arise, DOWL will immediately notify the City and provide clear documentation and practical recommendations for resolution.

Schedule: Upon receipt of contract documents, DOWL's CE&I team will review the plans and specifications to identify key milestones, required submittals, and critical deliverables. This information will be used to establish a detailed project schedule that aligns with County expectations and is compared against the contractor's proposed schedule. During construction, DOWL inspectors and management staff will monitor field progress and sequencing of work, identify activities that affect the critical path, and promptly communicate schedule impacts to the contractor and the City. Regular coordination meetings and field observations allow potential delays to be identified early and addressed before they affect overall project delivery.

Budget: DOWL recognizes the importance of accurate quantity tracking and cost monitoring, particularly on paving projects where material costs can significantly influence total expenditures. Our inspectors will use the bid tabs to document and quantify daily work activities, which are compiled into clear and accurate progress quantities for payment. Our management staff will review quantities, progress payments, and production rates to confirm alignment with the contract budget and anticipated project progress. This layered review process supports transparency and allows the City to maintain clear visibility into project costs throughout construction.



During the ODOT All Roads Transportation Safety Program (ARTS) project, DOWL saved ODOT \$75,000 in inspection budget through efficient scheduling and resourcing inspectors.

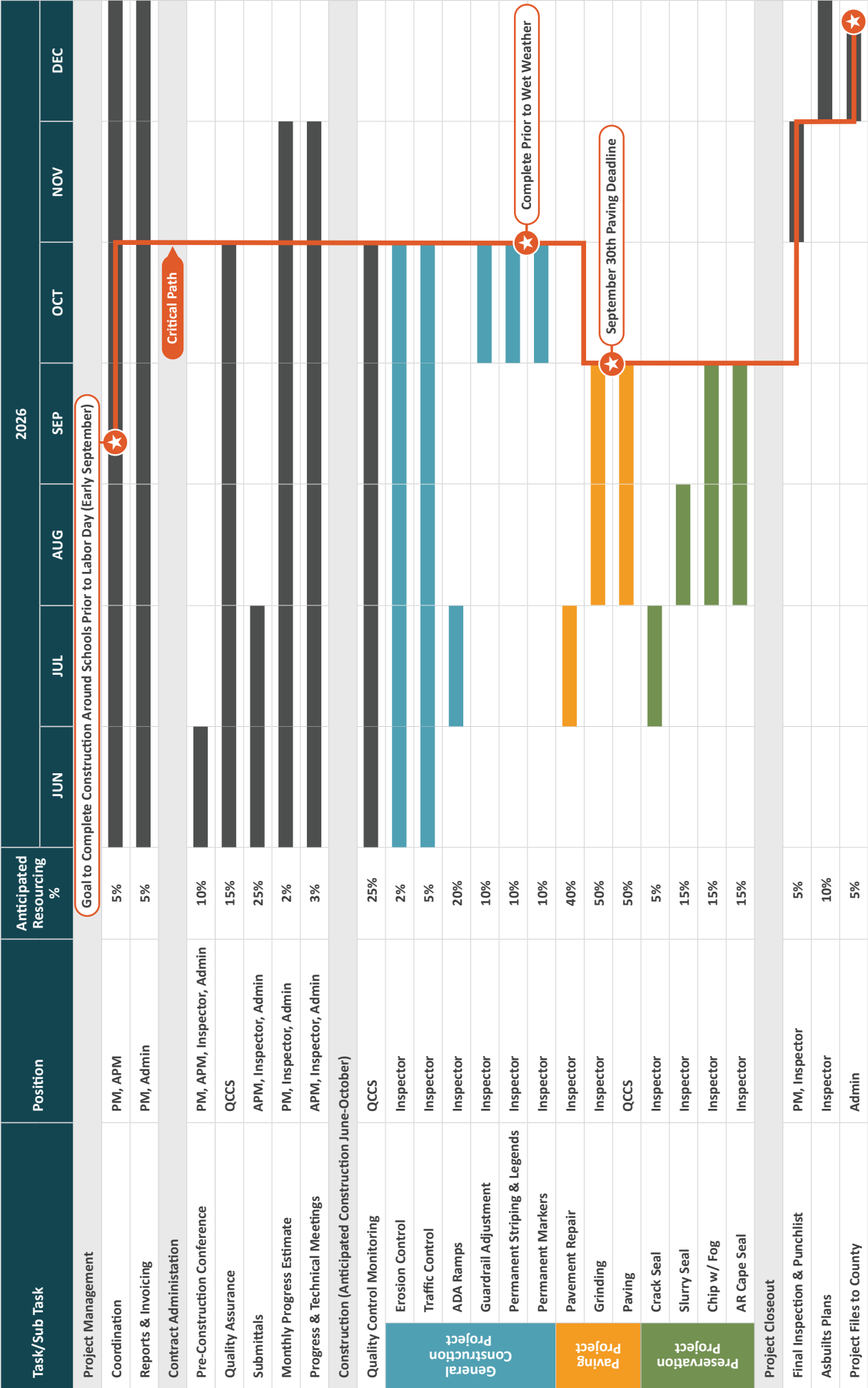
Incorporating Comments from Project Stakeholders



Clear, open communication is important to the success of this project. DOWL values working as part of a team and partnering closely with Clackamas County and its stakeholders to deliver a project that reflects local needs. After task orders are assigned and contract documents are available, DOWL's team will review the materials and connect with the County Project Manager to understand County priorities and feedback. DOWL will stay engaged with the County and other stakeholders so their input is clearly shared with the contractor. Throughout construction, DOWL will remain involved, keeping communication open and following up in the field so comments and concerns are addressed as the work progresses.

Example Project Schedule

To demonstrate our understanding of the project requirements and the level of coordination, DOWI has prepared an example project schedule on the following page for reference. This matrix reflects DOWI's practical, field-driven approach to construction engineering and inspection services and shows how personnel resources are aligned with each phase of work to support efficient delivery, clear communication, and consistent progress throughout construction.



5.5 COMMUNICATION & AVAILABILITY

Staff Availability

 Our key staff members were carefully selected for their expertise, experience working as a team, and their availability for the contract duration. The table below reflects key staff's ongoing project commitments and their total availability.

This is our current workload for 2026:

Table 2: Key Staff Availability		
Key Staff	Ongoing 2026 Projects	% Available
Jason Kelly, PE	- OR6 Devils Lake Fork - OR8 Armco 213 & Beaver Creek Road - Willamette Valley Storm	50%
Ashan Fernando, EI	- OR217 (closeout) - OR8 Armco - Willamette Valley Storm	50%
Tim Owings	- N Mountain Overlay - Region 2, ADA	75%
Trevor Downer	- Salem Streets - OR6 - OR8 Armco - Devils Lake Fork	60%
Jan Andrew, PE	Willamette Valley Storm	50%
Jacob Phillips, EI	No projects scheduled at this time	100%

Resources Available to Perform the Work

 Once a task order is issued, DOWL will assign a dedicated project manager, QCCS, inspector, and administrative support to the project for its full duration. This consistent team approach allows staff to become familiar with the contract documents and stakeholder needs early on. The team will review submittals and work with the contractor to develop and track the project schedule. As construction begins, DOWL's inspector and QCCS will be present in the field to observe work and coordinate with the contractor. DOWL will participate in weekly project meetings, monitor schedule progress, and track completed work for monthly payment support. As the project nears completion, DOWL will compile project documentation and field changes into a complete package for the City's as-built drawings and project records. Maintaining a consistent core team from start to finish strengthens communication and supports a smooth project delivery.

Software and Project Management Tools

DOWL uses a suite of industry-proven software tools to support CE&I, documentation, and project coordination:

- We are experienced using all industry construction management software platforms as needed, including Procore, ProjectTeam, DocExpress, and AshtoWare

- Deltek VantagePoint for resource planning, staffing allocation, and workload management
- Newforma for project collaboration, document management, field-to-office coordination, and photo documentation, especially on federally funded projects
- Microsoft Project to support scheduling and integration with invoicing workflows
- ProjectWise, Microsoft Office, and Adobe Acrobat for file management, communication, and document control

These tools support consistent documentation, clear communication, and effective coordination between field and office staff, contributing to organized project delivery and informed decision-making throughout the project lifecycle.

Including County Concerns

 DOWL's CE management team, led by Jason and Ashan, will work closely with the County project manager to understand and address any concerns. Identified issues will be communicated to field inspectors and discussed with the contractor during weekly meetings until they are resolved. For urgent issues that arise during construction, Ashan will coordinate directly with field staff, conduct a site visit when necessary, and provide timely follow-up communication to the County project manager.

Interacting with the County

 DOWL's CE&I team is based within Clackamas County, which allows for easy access and timely interaction with County staff. This local presence supports prompt responses to project needs and flexible scheduling for meetings and site visits. DOWL's team is readily available to meet onsite with County representatives to discuss project details, review concerns, and address location-specific issues as they arise.

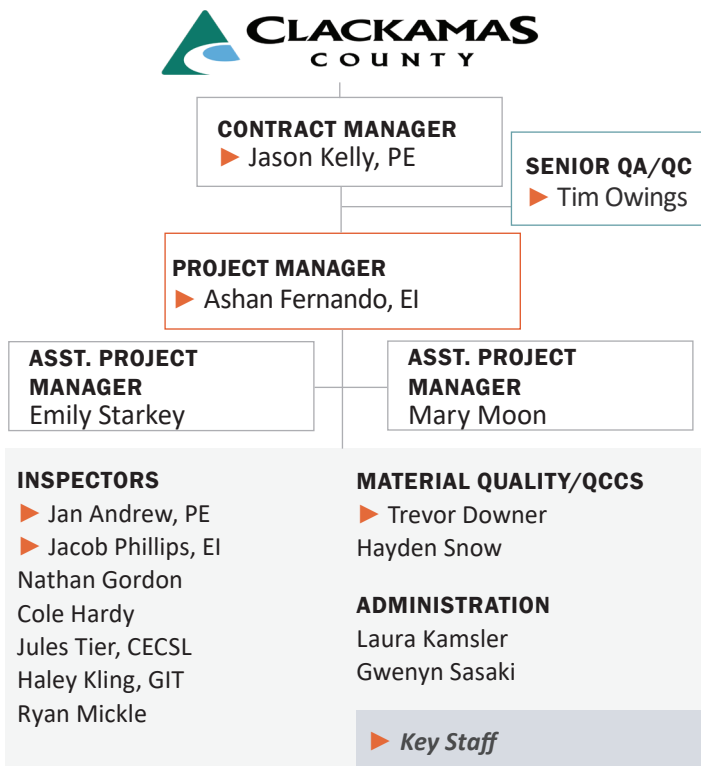
Maintaining Relationships

 DOWL's CE&I team has a strong track record of building and maintaining productive working relationships with clients and project stakeholders. The team works closely with the County and other partners to support projects throughout construction. When differences of opinion or project challenges arise, DOWL takes a proactive, solution-focused approach to reach resolution and keep work moving forward. Consistent, open communication plays an important role in identifying issues early and addressing them efficiently.

Team Organization

 For this proposal, DOWL has assembled a locally based CE&I team with complementary experience supporting pavement resurfacing and preservation projects throughout Clackamas County. The team is structured to provide reliable coverage, flexibility to respond to multiple task orders, and continuity across the full range of anticipated services. Not all team members will be assigned full time for the duration of the contract; staffing will be tailored to each task assignment to match project needs and schedules. This integrated team approach allows DOWL to provide responsive, high-quality service and efficient use of County resources. The organization chart on the following page presents the key personnel available to support this on-call contract.

Figure 2: Team Organization



Example of our Process on Paving Projects

Figure 3 below illustrates DOWL's field-driven approach to paving projects, from early coordination through final markings. Our process emphasizes proactive planning, clear communication, and consistent inspection to support smooth construction operations, maintain quality standards, and control costs. By coordinating traffic accommodations, verifying proper surface preparation, monitoring material quality and

placement, and overseeing final pavement markings, DOWL provides continuous oversight through each phase of paving to support efficient delivery and durable results.

Coordination and Accommodation for Local Traffic: DOWL will coordinate with the County at project initiation to review concerns and communicate them to the contractor, with field follow-up to address issues. The team will focus on minimizing traffic disruptions to neighborhoods, school bus routes, mail delivery, and trash pickup through close coordination with the contractor.

Identify Locations for Spot Repairs: After contract plans are available, DOWL will perform field visits to evaluate pavement conditions and establish repair limits in coordination with the County Project Manager. A quantity takeoff will be completed to confirm that proposed repairs align with project budget assumptions.

Inspection for Proper Grinding and Surface Preparation: DOWL will assist with defining grinding limits, documenting field conditions, and performing quantity takeoffs to compare field quantities with the bid schedule. Results will be shared with the County so grind limits may be adjusted as needed to stay within budget.

Full-Time Monitoring of Material Quality and Installation
DOWL's: QCCS and CE&I staff will review mix designs, track field testing, and document work performed while coordinating closely with County staff and the contractor. Inspectors will monitor placement, compaction, curing, and temporary pavement markings prior to opening roadways to traffic.

Inspection of Pavement Marking Layout and Quality: DOWL will review pavement marking submittals and monitor layout and installation to confirm consistency with contract requirements. Field inspectors will document final striping work to support delivery of a safe and complete roadway.

Figure 3: DOWL Sample Approach to Paving Projects



5.6 SUPPORTIVE INFORMATION

Inspector Qualifications

DOWL's inspectors bring extensive experience supporting roadway projects throughout the region and offer strong familiarity with requirements, Oregon Standard Specifications, and paving project expectations. Inspection staff are experienced in traffic control monitoring and coordination, making real-time adjustments with contractors to match field conditions, as well as overseeing erosion control installation and removal tied to specific work operations.

The team routinely monitors job sites for compliance with Best Management Practices associated with project permits, conducts ADA ramp construction inspections using established compliance criteria, and oversees guardrail installation with an understanding of acceptable field modifications.

DOWL's QCCS staff also support pavement preservation work, including seal operations and associated oil and aggregate testing.

Table 3: DOWL Team QCCS Certifications

	Certified Aggregate Technician (CAGT) (1)	Certified Embankment Technician (CEBT) (2)	Certified Asphalt Technician 1 (CAT 1) (3)	Certified Asphalt Technician 2 (CAT 2) (4)	Certified Density Technician (CDT) (6)	Quality Control Technician (QCT) (7)	Concrete Control Technician (CCT) (8)	Concrete Strength Testing Technician (CSTT) (15)	American Concrete Institute Field Testing Technician (ACI)
Tim Owings	X	X	X	X	X	X	X		X
Trevor Downer	X	X	X		X	X		X	X
Hayden Snow	X	X			X	X		X	

Table 4: DOWL Team Inspection Certifications

	Traffic Signal	Bridge	Asphalt Concrete Pavement	Environmental	Drilled Shaft	General Construction	Traffic Control	ADA Curb Ramps	CPR/First Aid/AED Training
Jan Andrew, PE	X	X	X	X	X	X		X	X
Jacob Phillips, EI	X	X	X	X	X	X	X	X	X
Trevor Downer		X	X		X	X	X		X
Jules Tier, CECSL	X	X	X	X	X	X	X	X	X
Mary Moon	X	X	X	X	X	X	X	X	X
Cole Hardy	X	X	X	X	X	X	X	X	X
Haley Kling					X	X	X		X

Key Team Member Testimonials

Jason Kelly, PE: *"Jason excels at integrating his team with our R1....and providing high quality, responsive technical and inspection support."* -Tova Peltz, Former Region 1 Project Delivery Manager, now Interim Division Administrator - Delivery & Operations

Ashan Fernando, EI: *"Ashan's ability to stay on top of all of the moving parts of a large project while keeping me informed of what is going on has been great, especially working on large complex projects like the OR217 widening project."*

I look forward to working with you and your team again on future projects". -Kelly Martin, Region 1, Transportation Project Manager 3

Tim Owings: *"Thanks Tim for the support you have given the county over the years. You are appreciated!"* -Steve Hodge, PE, County Engineer, Lincoln County Public Works

Trevor Downer: *"Thank you so much for your help. Trevor's experience, knowledge, and professionalism made my work much easier."* -Camilo Alvarez Tuta, Project Manager, City of Milwaukie

Jan Andrew, PE: *"Thanks for doing a good job on the dailies! I appreciate the way you've been detailing out the work. Your selection of photos is also great."* -Jennifer Pearce, PE, ODOT Assistant Project Manager

Jacob Phillips, EI: *"Very happy with Jacob's inspection and detailed documentation."* Erik Nichols, Project Manager City of Oregon City