



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 22, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract Amendment with Consor North America for Johnson Creek Blvd Improvement Project construction phase services. Amendment Value is \$224,425 for 6 months. Total Contract Value is \$722,321 for 2 years. Funding is through the County Road Fund. No County General Funds are involved.

| | | | |
|-------------------------------------|---|---------------------------|--------------|
| Previous Board Action/Review | 09/05/2024: Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Right of Way, Easements and Fee Property and Authorizing Good Faith Negotiations and Condemnation Actions for the Johnson Creek Blvd (79th PI to ECM) Improvements Project. 4/20/2023: BCC Approval of Engineering and Related Services Contract with Consor North America, Inc. for the Johnson Creek Blvd (79th to ECM) Improvements Project. | | |
| Performance Clackamas | This project will provide strong infrastructure and ensure safe, healthy, and secure communities. | | |
| Counsel Review | Yes | Procurement Review | Yes |
| Contact Person | Jordan Cools | Contact Phone | 503-742-4654 |

EXECUTIVE SUMMARY: The County is utilizing County Road funds to implement roadway improvements between 79th Place and the end of county-maintained portion of the road at the Clackamas-Multnomah County line (End of County Maintenance or ECM). Johnson Creek Blvd is an arterial roadway with large volumes of vehicle traffic. The roadway pavement along Johnson Creek Blvd between 79th PI and ECM and on Bell Ave between Johnson Creek Blvd and Alberta Ave is in need of rehabilitation. The roadway pavement will be resurfaced on these two streets to provide a safer traveling surface and preserve the pavement's structure. The project includes ADA curb ramp retrofits or replacements to be in compliance with ADA standards and to improve accessibility and safety for pedestrians. Signalized corners will be modified to meet ADA requirements for pedestrian push button reach, height and level landing.

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Conzor North America, Inc. was contracted to perform the design of the project for an original contract value of \$453,006.00. Contract Amendment #1 with a value of \$44,890.00 was implemented to provide additional services associated with designing bicycle detection upgrade and phased temporary access route at the Springwater Corridor crossing, coordinating with adjacent projects, and designing minor widening to add a left turn lane at Stanley to improve safety.

Contract Amendment #2 has a not to exceed value of \$224,425.00 and is related to construction administration and construction engineering services. These services include construction inspection, Engineer of Record site visits for preparation of record drawings, attending meetings, contractor submittal reviews, responding to contractor's Request for Information, and a post construction record of survey.

PROCUREMENT PROCESS: Amendment #2 is in accordance with LCRB C-047-0800(1)(a)(B) for an anticipated amendment disclosed in the original contract document.

RECOMMENDATION: Staff respectfully recommend that the Board of County Commissioners approve and sign this Contract Amendment #2 with Consor North America, Inc. for the Johnson Creek Blvd (79th to ECM) Improvements Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH CONSOR NORTH AMERICA, INC. FOR
ENGINEERING NECESSARY TO DESIGN JOHNSON CREEK BLVD IMPROVEMENT
PROJECT
Contract #7820

This Amendment #2 is entered into between **Conсор North America, Inc.** ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **April 20, 2023** ("Contract").

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. Effective Date and Duration is hereby amended as follows:
The Contract Termination Date is hereby changed from December 31, 2025 to **June 30, 2026**.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
County has requested Contractor to begin Construction Phase Services for the Johnson Creek Blvd Improvement Project as contemplated in RFP #2022-87. The additional Scope of Work for the Construction Phase Services are further described in Exhibit "A" to this Amendment #2, attached and hereby incorporated by reference.
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing the Construction Phase Services described in Exhibit "A" to this Amendment #2, County shall pay Contractor an amount not to exceed \$224,425.00. Consideration for the Construction Phase Services are on a time and materials basis in accordance with the rates set forth in Exhibit "A" to this Amendment #1. The total Contract compensation shall not exceed \$722,321.00.

| | |
|-------------------------------|----------------------|
| ORIGINAL CONTRACT | \$ 453,006.00 |
| AMENDMENT #1 | \$ 44,890.00 |
| AMENDMENT #2 | \$ 224,425.00 |
| TOTAL AMENDED CONTRACT | \$ 722,321.00 |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Conсор North America, Inc.



Authorized Signature Date

Nicholas McMurtrey

Printed Name

Clackamas County

Signature Date

Name: _____

Title: _____

Approved as to Form:



County Counsel 5/6/2025
Date

Exhibit A

20-7666
March 19, 2025

Mr. Jordan Cools, P.E.
Project Manager
Clackamas County Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045

Re: Johnson Creek Blvd (79th Pl to ECM) Improvements Project
Amendment No. 2 - Scope and Fee for Additional Design Services

Dear Jordan,

This letter serves as a Contract Amendment request associated with the above referenced project. This request follows up on our recent correspondence regarding additional services beyond our original scope of work for the project. The following items are addressed under this amendment request:

Task 9 - Construction Contract Administration & Inspection: The County will lead Construction Management and Construction Inspection services, so that the project is constructed as intended per the design, referenced standards and specifications. Consultant will provide limited support services during construction as noted below.

Assumption(s):

- Construction activities will follow the schedule shown in **Table 1**
- **Task 9.1 – Coordination and Invoices:** Consultant shall provide leadership, direction and control regarding overall CA/CEI activities and team meetings. Consultant will maintain liaison, communication and coordination between Consultant and subconsultant staff, and County staff to facilitate timely, efficient operations for all involved.

Consultant shall prepare monthly status reports throughout the duration of the CA/CEI Services. The report must describe the previous month's Consultant activities, planned activities for the next month, identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget. Consultant shall submit the reports to County with the monthly invoice.

Assumption(s):

- This task provides up to 32 hours to support the County's lead role for overall coordination, averaging approximately 1 hours/week for 1 senior staff member(s) plus 1 hours/week for a second junior staff member for 16 weeks.
- This task provides up to 12 hours to generate status reports and invoices, averaging approximately 1 hours/month for 6 months (June through November) for 2 staff member(s). Subconsultant support is reduced to 3 months to accompany active construction periods.

Deliverable(s):

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task).
- Monthly Status Report – Submitted with monthly invoice no later than the 20th calendar day of the month following the reporting month.

- **Task 9.2 – Construction Meetings:** Consultant shall attend periodic Project Progress Meetings with the County and others as needed, including but not limited to permitting agencies, and local officials if required. The Project Progress Meetings are intended to promote proper communication, effective working relationships and timely issue resolution. Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Pre-Construction Conference

Assumption(s): This task provides up to 4 hours to support the County's lead role, averaging approximately 4 hours/meeting for each staff to facilitate travel, preparation and attendance with 4 hours for contingency.

- Budget provides for up to approximately 1 meeting supported by an average of one (1) consultant staff.
- Meetings typically associated with on-site activity like asphalt concrete pavement, ADA curb ramps, and traffic signals will occur during inspection days as part of Task 9.9 activity.

Deliverable(s):

- Summary of notes for each meeting.

- **Task 9.3 - Construction Contract Administration:** The County will provide day-to-day administration of the construction contract. For items listed in this SOW, the Consultant shall complete contract administration tasks as outlined in the Contract Plans and Specifications, and this CA/CEI SOW. In addition to any other requirements identified in the reference standards identified above, Consultant shall prepare construction change order (CCO) when requested. CCOs may include, but are not limited to, modification to the plans, specifications, and contract time.

Assumption(s): This task provides up to 10 hours to support the County's lead role, consisting of:

- 5 hours for one staff member to review up to one (1) force account billings at 5 hours each review.
- 5 hours for one staff member to furnish up to one (1) CCO deliverable, at 5 hours per deliverable.

Deliverables and Schedule:

- Draft and Final CCOs with supporting documents (cost estimate and justification) - Submit to County by date agreed to when work was requested.
- **Task 9.4 - Submittal Review:** The County will generally review, manage and process submittals. When requested by the County, Consultant will review more complex, non-standard, or substitution request submittals where Consultant-specific input is necessary. Specific Consultant services include supporting the review and approval of material submittals, shop drawings, mock-ups, and coordinating design changes.

Consultant shall review the following submittals if requested by the County:

- Traffic control plans.
- Erosion control plans.
- Construction baseline schedule.
- Lighting pole and traffic signal submittals.
- Blue or green sheet submittals for traffic signal or electrical equipment and materials.
- Others as required by the Agency and construction contract specifications.

Assumption(s):

- Contractor will submit certified payroll directly to the County for review.
- Machine control survey submittals are excluded due to lack of finished grade surface model.
- For estimating purposes, this task provides up to 24 hours to support the Agency's lead role, averaging approximately 4 hours/submittal for six (6) non-ADA related submittals.
 - Consor will complete four (4) non-ADA related submittals.
 - Subconsultant support includes two (2) signal related submittals.
- ADA related submittals include 12 hours to reflect 1 hr/ramp run.

Deliverable(s):

- Submittal review packages, including Consultant's flysheet.
- **Task 9.5 - Consultation During Construction:** Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information ("RFIs"). Upon request of the County during construction, Consultant shall:
 - Clarify construction contract documents.
 - Respond to field inquiries.
 - Engage the services of the Engineer of Record on all matters involving design changes.

Assumption(s):

- This task assumes up to 5 RFIs, each requiring up to 4 hours of staff time for preparation and documentation of each response.
 - Consor will complete three (3) RFIs.
 - Subconsultant support includes two (2) signal related RFIs.
- A total of twenty (20) hours has been budgeted for this task to clarify the design during construction.

Deliverable(s):

- Written documentation of responses to County inquiries. Submit 1 electronic copy to the County within 5 business days of inquiry, unless other delivery date is agreed to.
- **Task 9.6 - Record Drawings:** Utilize Contractor and County staff-provided mark-ups and construction documentation information to complete electronic record drawings to be delivered to the County after project completion.

Assumption(s):

- Contractor and County will provide clear and legible mark-ups so that a CAD technician can directly edit the plans with no engineering interpretation required.

Deliverable(s):

- One (1) full size plan set in electronic CAD and PDF files.
- **Task 9.7 - Post-Construction Surveying:** The following items will be completed by AKS as a subconsultant:
 - Verify right-of-way monuments previously found and tied and shown on the pre-construction Record of Survey (to be recorded) within the construction limits.
 - Reset any monuments destroyed by construction.
 - File a post construction Record of Survey with the County.

Assumption(s):

- The subconsultant budget includes \$2,500 for reimbursable expenses, including the County's filing fee and flagger fees.
- The County will coordinate access to private property to facilitate task activities.
- Up to fifteen (15) monuments to be reset.
- Excludes property boundary dispute resolution.
- Excludes legal description preparation.

Deliverable(s):

- Post-Construction Record of Survey.
- **Task 9.8 - Construction Activity Monitoring:** Consultant will provide field staff to perform construction inspection services, when available, so the project is constructed as intended

per the design, referenced standards and specifications. When onsite, Consultant will provide construction inspection and documentation services as follows:

- Routine communication with the Consultant's Project Manager and/or County Project Manager.
- On-site inspection during active construction.
- Daily General Progress Reports and photographs.
- Quantity Verification Forms.
- Punch List walk-thru and follow-up.
- Substantial Completion walk-thru and follow-up.

The County is responsible for the following:

- Provide a Project Construction Manager responsible for project oversight and coordination between the County Consultant and Construction Contractors.
- Provide all construction management and administration duties, including but not limited to coordination with Construction Contractor, lead preconstruction and progress meetings, assemble monthly progress estimates and payments, manage and file project quality and quantity documentation, provide quality assurance testing, and lead project close-out activities.
- Issue Notice to Proceed to the Contractor.
- Lead construction coordination meetings.
- Approve all work change directives, change order requests, pay estimates, and generate payments.
- Lead all Contractor negotiations.
- Attend walkthroughs as needed, specifically prior to Substantial Completion and Final Acceptance.
- Perform any required quality assurance testing and documentation.
- Coordinate with Consultant field staff on a regular basis.
- Provide supplemental inspection staff in the event Consultant does not have additional staff available during high inspection demand shifts on County projects.

Assumption(s):

- Consultant effort is calculated using approximately 16 ADA ramps and 6,000 tons of asphalt paving.
- One (1) inspector for four (4) weeks of active ADA and other construction (5 days/week, 10 hours/day).
- One (1) inspector for three (3) weeks of active ACPR and other construction (5 days/week, 10 hours/day).
- Two (2) Inspectors for four (4) weeks of active production paving construction (5 days/week, 12 hours/day). Assume these shifts may be night shifts depending on Contractor schedule.

- Contractor schedule will be provided by June 1, 2025 and will reflect work being conducted between July 15, 2025 and October 31, 2025.
- Signal and electrical construction will proceed concurrently with ADA and asphalt paving construction.
- Budget includes a \$2,000 vehicle expense for Inspector and Construction Project Manager use of \$500/month.

Deliverable(s):

- Construction inspection reports.
 - Quantity Verification Forms.
 - Photos.
 - Draft and final punch lists.
- **Task 9.9 – Additional Work (Contingency Task):** Consultant shall perform additional work needed to complete the project, as authorized in writing by County Project Manager. Services may include, but are not limited to, the following:
- Making changes and resolving problems related to change in condition.
 - Perform tasks that may be required but are unknown at this time.
 - Completed services requested that exceed assumptions per task such as closeout and punchlist inspections.

Deliverables and schedule will be determined when this task is authorized. Additional Work (Contingency) tasks require a written notice to proceed from the County Project Manager before any work may begin. The Consultant shall indicate on invoices the amount attributable to a Contingency deliverable, if any.

Payment will be made at the billing rates for personnel working directly on the project plus Direct Expenses incurred. Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$224,425 in accordance with the attached Fee Estimate and the Consultant's 2025 Standard Schedule of Charges.

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

- Mileage (non-inspectors) \$0.70/mile

Sincerely,



CONSOR North America, Inc
Nick McMurtrey, PE
Principal Engineer

Attached:

- Amendment No. 2 - Fee Estimate
- 2025 Standard Schedule of Charges

Table 1 - Project Schedule

| | |
|-------------------------------|---------------|
| Final Design Submittal | December 2024 |
| Advertisement | March 2025 |
| Bid Opening | April 2025 |
| Construction NTP | June 2025 |
| Construction 2nd Notification | October 2025 |
| Construction 3rd Notification | November 2025 |
| Schedule Duration | 18 weeks |

Johnson Creek Blvd (79th Pl to ECM) Improvements Project
Clackamas County, Department of Transportation & Development
Proposed Fee Estimate, Amendment 02

| | Principal Engineer I | Professional Engineer VII | Engineering Designer IV | Engineering Designer VII | Administrative III | Construction Manager X | Inspector III | Inspector II | Hours | Labor | Subconsultants | | Multiplier % Markup | Total with Markup | Expenses | Total |
|--|-------------------------|------------------------------|----------------------------|-----------------------------|--------------------|---------------------------|---------------|--------------|-------|------------|----------------|-----------|------------------------|----------------------|----------|------------|
| | | | | | | | | | | | AKS | Kittelson | | | | |
| | \$271 | \$238 | \$202 | \$230 | \$134 | \$313 | \$158 | \$141 | | | | | | | | |
| Average Billing Rate Estimated per Classification/Staff | \$271 | \$238 | \$202 | \$230 | \$134 | \$313 | \$158 | \$141 | | | | | | | | |
| Staff Name | McMurtreyNic | EmmettMat | HannanNic | EstepMat | PersansAst | HedbergJay | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| Task 9 - Construction Contract Administration & Inspection | | | | | | | | | | | | | | | | |
| Task 9.1 - Coordination and Invoices | 3 | 16 | 16 | | 6 | 3 | | | 44 | \$ 9,596 | | | 1.0 | \$ - | \$ - | \$ 9,596 |
| Task 9.2 - Construction Meetings | | 8 | | | | | | | 8 | \$ 1,904 | | | 1.0 | \$ - | \$ - | \$ 1,904 |
| Task 9.3 - Construction Contract Administration | | 5 | 5 | | | | | | 10 | \$ 2,200 | | | 1.0 | \$ - | \$ - | \$ 2,200 |
| Task 9.4 - Submittal Review | 1 | 4 | 23 | | | | | | 28 | \$ 5,869 | | \$ 2,413 | 1.0 | \$ 2,413 | \$ - | \$ 8,282 |
| Task 9.5 - Consultation During Construction | | 6 | 6 | | | | | | 12 | \$ 2,640 | | \$ 1,851 | 1.0 | \$ 1,851 | \$ - | \$ 4,491 |
| Task 9.6 - Record Drawings | | 2 | 6 | 12 | | | | | 20 | \$ 4,448 | | \$ 1,561 | 1.0 | \$ 1,561 | \$ - | \$ 6,009 |
| Task 9.7 - Post-Construction Surveying | | | 2 | | | | | | 2 | \$ 404 | \$ 14,815 | | 1.0 | \$ 14,815 | \$ - | \$ 15,219 |
| Task 9.8 - Construction Activity Monitoring | | | | | | | 590 | 240 | 830 | \$ 127,060 | | | 1.0 | \$ - | \$ 2,000 | \$ 129,060 |
| Task 9.9 - Additional Work (Contingency Task) | 4 | 16 | 60 | | | | 194 | | 274 | \$ 47,664 | | | 1.0 | \$ - | \$ - | \$ 47,664 |
| Task 9 Subtotal | 8 | 57 | 118 | 12 | 6 | 3 | 784 | 240 | 1228 | \$ 201,785 | \$ 14,815 | \$ 5,825 | | \$ 20,640 | \$ 2,000 | \$ 224,425 |
| TOTAL - ALL TASKS | 8.0 | 57 | 118 | 12 | 6 | 3.0 | 784 | 240 | 1228 | \$ 201,785 | \$ 14,815 | \$ 5,825 | | \$ 20,640 | \$ 2,000 | \$ 224,425 |