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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 Amendment #2 for Design and Construction Engineering Services with 3J Consulting Inc., for the Thiessen Road Culvert Replacement & Kellogg Creek Restoration Project. Total Amendment value is \$77,034.60 for a Total Contract Value of \$185,571.16. Funding is through ARPA Funds and County Road Fund. No County General Funds are involved.

Previous Board Action/Review: None.

Performance Clackamas: Build a Strong Infrastructure

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Stan Monte

Contact Phone: 503-742-4678

EXECUTIVE SUMMARY: This project will replace an undersized culvert where SE Thiessen Road crosses Kellogg Creek. The creek currently passes through a 6-foot diameter round culvert, which during high water flows creates significant backwater and flooding of the roadway and private property upstream. This location was identified as one of the highest priority road crossing culvert replacements in the 2019 Upper Kellogg Basin Assessment, prepared for Water Environment Services. This project will replace the existing culvert with an arched culvert 12 feet wide and approximately 5 feet tall and restore the natural streambed within, upstream, and downstream of the culvert. These changes will accommodate the natural flow, alleviate roadway flooding and improve fish passage.

This is request for Amendment #2 with 3J Consulting Inc., for additional design and construction engineering services. The design services will allow for necessary revision and updating of the civil plans to address sanitary and stormwater conflicts. The construction engineering (CE) services include coordination and review of submittals, shop drawings, responses to requests for information, consultation during construction, as-constructed plans upon project completion and part-time inspection services as a contingency

3J Consulting Inc., was contracted to perform the design and permitting of this project for an original contract value of \$99,104.56. Contract

For Filing Use Only

Amendment #1 for \$9,432.00 was approved to further the design services bringing the total contract value to \$108,536.56. The original contract and Amendment #1 were approved under the Director of the Department of Transportation and Developments signing authority. This Amendment #2 for \$77,034.60 brings the contract total value to \$185,571.16 which in aggregate exceeds the director's signing authority.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve and sign Contract Amendment #2 with 3J Consulting Inc. for the Thiessen Road Culvert Replacement & Kellogg Creek Restoration (ARPA) Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH 3J CONSULTING INC. FOR
ENGINEERING AND DESIGN SERVICES
Contract #7934

This Amendment #2 is entered into between **3J Consulting Inc.** ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **May 16, 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 June 30, 2026 to **December 31, 2027**.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
County has authorized an increase to Scope of Work for Contractor to provide additional design support, bid support, construction administration, and closeout support. The additional Work is further described in **Exhibit "A" to this Amendment #2** and hereby incorporated by reference.

County may require additional consultation and inspection support, further described as **Contingency Task 10, Construction Consultation/Inspection During Construction**. If County requires additional Contingency Work, it will provide written notice to Contractor to perform the Contingency Work. Contractor may not perform, and County is not obligated to pay for, the Contingency Work unless the County provides written authorization that Contractor may perform Contingency Work.

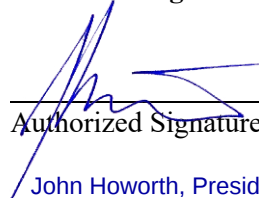
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing the additional Work described above, County shall pay an amount not to exceed **\$77,034.00**. Consideration for the additional Work is on a time and material basis in accordance with the rates set forth in Exhibit A to this Amendment #2. The maximum compensation authorized under this Contract shall not exceed **\$185,571.16**.

ORIGINAL CONTRACT	\$ 99,104.56
AMENDMENT #1	\$ 9,432.00 + Time
<u>AMENDMENT #2</u>	<u>\$ 77,034.60 + Time</u>
TOTAL AMENDED CONTRACT	\$ 185,571.16

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.

3J Consulting Inc.

Clackamas County

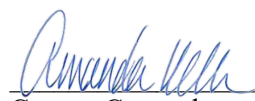


Authorized Signature Date
August 27, 2026

John Howorth, President
Printed Name

Signature Date
Name: _____
Title: _____

Approved for Legal Sufficiency:



County Counsel 9/15/2026
Date

Exhibit A
Scope of Work and Fee Schedule

3J CONSULTING

9600 SW NIMBUS AVENUE, SUITE 100
BEAVERTON, OREGON 97008
PH: (503) 946.9365
WWW.3JCONSULTING.COM

July 29, 2026

Mr. Stan Monty
Project Manager
Clackamas County Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045

300323308 – Thiessen Culvert Replacement & Kellogg Creek Restoration (ARPA) - Scope of Services
Clackamas County, Oregon – AMENDMENT #2

Dear Stan,

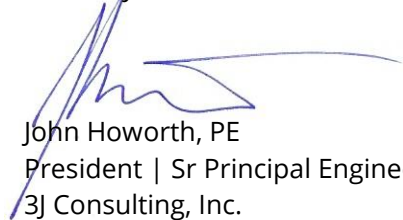
3J Consulting has maintained focus on this project for over eighteen months, and we look forward to providing the engineering services necessary to finish the project. We have finalized the attached amendment for your review. The format we have provided follows the original contract SOW and is intended to be attached to the County's typical contract for additional consulting services.

The amended scope generally finalizes the design and bid package in accordance with the modifications we discussed. The more prominent elements of this amendment include:

- Additional contract time (prior effective date and duration December 31, 2024 through June 30, 2026)
- Unit rate adjustment from 2023 rates to 2026 rates.
- Revise and update civil design for the culvert replacement across SE Thiessen Road at Kellogg Creek in Clackamas County.
- Revise and update civil design for stream revegetation and protection at both ends of the proposed culvert to restore habitat along the stream.
- Ongoing project management, coordination, invoicing, and schedule support through final design, bid support, and limited construction administration.
- Include additional design necessary to address sewer and stormwater conflicts with the completion of the new culvert.

We look forward to supporting Clackamas County on this project.

Sincerely,



John Howorth, PE
President | Sr Principal Engineer
3J Consulting, Inc.



John Lewis, PE
Sr Program Manager
3J Consulting, Inc.

copy: File



AMENDMENT #2

SCOPE & FEE

CONTRACT STATEMENT OF WORK
FOR CONSULTANT FEES

300323308 - THIESSEN CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION

CIVIL ENGINEERING SERVICES

CLACKAMAS COUNTY, OREGON

JULY 29, 2026

PROJECT UNDERSTANDING

- The existing culvert on SE Thiessen Road at Kellogg Creek is currently undersized, creating backwater effects causing flooding of the roadway and private property upstream during storm events.
- The project is to replace the existing culvert with a new culvert with larger capacity to restore fish passage and remove the backwater effects during storm events.
- The current anticipated design is an arch culvert 12-ft wide by 5-ft tall. Additional sizes and configurations will be analyzed during the design process.
- The length of the proposed culvert will be approximately 85-ft.
- Both ends of the culvert will be revegetated to restore habitat along the stream in the project area and minimize channel erosion.
- Land use entitlements required through the Clackamas County Planning Department will be handled by Clackamas County. 3J's prior land use support tasks are complete, and additional land use support is excluded unless authorized by written amendment.
- Clackamas County has completed the Land Surveying for the project under a separate scope of work.
- Clackamas County has provided Geotechnical Engineering for the project under a separate scope of work.
- Clackamas County has provided environmental permitting related to wetland reconnaissance and required permitting with DSL, Army Corps, DEQ, ODFW, and Clackamas County HCA modifications under a separate scope of work. At this point in the project, permitting support tasks already provided by 3J are complete.

General Assumptions:

- It is assumed permits such as site development, right-of-way, and utility permits are not necessary. At this point in the project, land use support tasks already provided by 3J are complete.
- Utility coordination support tasks already provided by 3J are complete.
- Clackamas County will solicit construction bids and lead the construction administration with support from 3J Consulting.



- This amendment assumes no new or modified land use, environmental, right-of-way, utility, or site development permits are required as a result of the final design revisions. If additional permit coordination, agency responses, plan revisions, or application materials are required, they may be provided as additional services.

SCOPE OF WORK

The services outlined below are anticipated to complete final design, bid support, limited construction administration, and closeout support as described herein. Tasks identified as “(COMPLETE)” are included for project history and continuity only and are not included in the Amendment #2 fee, except where expressly modified under Tasks 1.0, 5.0, or 9.0.

Task 1.0	Management and Administration (AMENDMENT #2)
Task 2.0	30% Design/Alternative Analysis (COMPLETE)
Task 3.0	60% Design (COMPLETE)
Task 4.0	90% Design (COMPLETE)
Task 5.0	Final Design (AMENDMENT #2)
Task 6.0	Land Use Planning Support (COMPLETE)
Task 7.0	Permitting Support (COMPLETE)
Task 8.0	Utility Coordination (COMPLETE)
Task 9.0	Construction Administration & Closeout (AMENDMENT #2)

Additional Services Not Included In this Scope of Work: As discussed, 3J Consulting is also interested in supporting Clackamas County with daily onsite construction inspection services which may be needed. When discussed it was not known how the project would proceed through construction nor the availability of County staff to provide daily inspection services. As considered further, our options for providing daily inspection services typically look to our Sr. Inspector. Our Civil Designer and Sr Project Manager both live near the project and could also be available as needed. If requested, 3J will provide an amendment for consideration by the County.

TASK 1.0 Management and Administration

Project Administration

The duration used for budgeting 3J fees for the project includes final design effort through permitting, bid solicitation, and construction, and is assumed to be sixteen (16) months from August 2026 to December 2027. The following items are included:

- Provide management, coordination, and direction to the project team for completing the project.
- Provide assistance in the day-to-day management and decision making for the project.
- Track 3J service costs and budget on a monthly basis, or on an as-needed basis.
- Prepare monthly invoices for the project and monthly summary reports. Sixteen (16) invoices and summary reports are included.

Project Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from Clackamas County and others as needed. Other



participants may include affected utility providers, Water Environment Services (WES), and other representatives of the Department of Transportation and Development (DTD). These meetings will have a specific agenda addressing and resolving project issues as they are encountered. These meetings may be held virtually.

- Schedule and attend two (2) virtual review meetings, one (1) hour each in duration, with the County, 3J PM, and designer. Prepare the meeting agendas and summary notes for meetings.

Project Scheduling

- Revise project schedule updates to reflect changes in the project. We anticipate two (2) schedule updates will be completed, one upon execution of this contract and a second during the bid phase or at different times as requested by the County.

Deliverables:

The following deliverables are part of this task:

- Monthly Invoices, each including summary reports.
- Up to two (2) schedule revisions as necessary.
- Meeting agenda and materials distributed prior to design meetings.
- Attendance and participation at meetings as described herein.
- Draft summary notes (including action item / decision log and risk/issue log).
- Quality Control review of project deliverables

TASK 2.0 30% Design/Alternative Analysis (COMPLETE)

TASK 3.0 60% Design (COMPLETE)

TASK 4.0 90% Design (COMPLETE)

TASK 5.0 Final Design

Culvert Replacement Final Plan and Profile

- Revise and update final plan & profile sheets based on the horizontal & vertical alignment, including utility lines and laterals.
- Revise and update final detail sheets.
- Revise and update grading limits for final design including limits for slope easements.
- Revise and update final design traffic control/construction staging plans for the culvert installation.
- Address County review comments on the 100% final design plans through the project's comment/ response log.
- Revise and update the culvert replacement design based on the identified utility, landscape, and cost impacts.
- Update utility providers on potential conflicts as design progresses through Final Design phases.

Except for WES sanitary sewer design expressly included in this Scope of Work, utility relocation design is excluded.



Roadway, Sewer, & Culvert Typical Sections and Details

- Revise and update final design typical sections for the culvert and roadway based on site constraints and decisions made during review of the 100% final design.
- Prepare final design revisions for the WES sanitary sewer facilities directly impacted by the culvert replacement, limited to plan/profile revisions, typical details, and technical specifications necessary for the bid package. Sanitary sewer capacity analysis, temporary bypass pumping design, condition assessment, easement acquisition, and design of sewer improvements outside the project impact area are excluded unless authorized separately.

Prepare Technical Specifications

This task includes the following for the bid specification package:

- Revise and update appropriate technical sections from 2024 Oregon Standard Specifications for Construction to be included in project specifications.
- Revise and update draft special provisions based on Section 00100 documents provided by the County.
- Revise and update measurement and payment section for each project pay element if not covered by standard pay item.
- Address county comments on the special provisions.
- Prepare final technical specifications including special provisions based on the 100% final design.
- Complete measurement and payment section for each project pay element.

Cost Estimate and Construction Schedule

- Based on final design, complete updated take-off of quantities for each pay item.
- Prepare final engineer's opinion of potential construction cost based on 100% final design.
- Work with County to modify construction schedule based on 100% final design and the County bid procurement and contract execution timelines.

Project Document Reviews

- Complete quality control checks and revisions to final documents and submit them to County for staff and WES review.
- Document County and WES review comments, complete plan modifications if necessary and address all comments in writing through the project's comment/response log.
- Meet with County and WES to review modified design documents and written response to comments.

Prepare for Bid Construction Documents

- Complete minor plan and specification modifications addressing all comments received and finalize plans, technical specifications, and special provisions.
- Meet with County to review for completeness the final construction documents, estimates, and bid tab prior to turning over to County for bid.
- Finalize bid documents and submit to County in electronic format for printing.



Deliverables:

- 11x17 plan sheets including 1"=20' plan views with grading, tree/vegetation removal, 1"=50' erosion control plans, cover sheet, existing conditions, details, etc.
- Final technical specifications
- Final engineer's opinion of construction cost

TASK 6.0 Land Use Planning (COMPLETE)

TASK 7.0 Permitting Support (COMPLETE)

TASK 8.0 Utility Coordination (COMPLETE)

TASK 9.0 Construction Administration & Closeout

Construction Administration

- Prepare for and attend one (1) Pre-Bid Meeting
- Prepare for and attend one (1) Pre-Construction Meeting
- Assist and coordinate with the County during the bid phase (assumed four (4) week duration)
- Provide Technical Review of Contractor supplied Requests for Information (RFIs) and Submittals (assumes up to six (6) hours of review time)
- Conduct up to twelve (12) periodic field meetings during construction at the request of the County Project Manager.

Construction Closeout

- Conduct one (1) final walk-through with the County Project Manager prior to County acceptance of the project
- Prepare record drawings based on contractor provided redline mark-ups, approved and clearly documented design modifications, and limited site observations performed by 3J. *3J will not be responsible for verifying the accuracy or completeness of contractor-provided record information.*

Deliverables:

The following deliverables are part of this task:

- Review of RFIs if required.
- Review of contractor submittals.
- Field reports.
- Record drawing documents.



Task 10 Construction Consultation/Inspection During Construction (CONTINGENCY)

This is a Contingency Task and the fee estimate assumes 20 hours per week as planned and scheduled in coordination with the County Project Manager

- Conduct Engineer of record site visits during construction as requested by the County Project Manager
- Support the project daily construction observation and inspection as needed and requested by the County Project Manager
- Field review for key elements of construction - foundation preparation, form inspections, underground utility placement, streambed construction, culvert arch installation



SCHEDULE OF FEES

Standard Rates

(As of January 1, 2026)

Fees for professional services provided by 3J are based upon the time expended on the Project and the hourly fee rate for the professional or support staff performing the service. The following hourly rates will be used for any additional services not defined in the approved Scope of Services unless updated in writing.

Civil Engineering Services

Senior Principal Engineer	\$360
Principal Engineer	\$322
Director of Engineering	\$360
Senior Project Manager	\$282
Project Manager II	\$250
Project Manager I	\$224
Senior Project Engineer	\$218
Project Engineer II	\$200
Project Engineer I	\$190
Senior Civil Engineer	\$210
Civil Engineer II	\$184
Civil Engineer I	\$172
Senior Civil Designer	\$184
Civil Designer II	\$164
Civil Designer I	\$146
Senior Civil Technician	\$178
Civil Technician II	\$158
Civil Technician I	\$142
Engineering Intern	\$100

Inspection Services

Senior Inspector	\$200
Inspector III	\$182
Inspector II	\$162
Inspector I	\$142

Development Specialist Services

Senior Development Specialist	\$200
Development Specialist III	\$182
Development Specialist II	\$162
Development Specialist I	\$142

Community Planning Services

Principal Planner	\$300
Director of Planning	\$300
Senior Planning Project Manager	\$250
Planning Project Manager II	\$232
Planning Project Manager I	\$210
Senior Planning Manager	\$232
Planning Manager II	\$216
Planning Manager I	\$200
Senior Planner II	\$188
Senior Planner I	\$176
Planner II	\$164
Planner I	\$140
Planning Assistant	\$112

GIS Services

Senior GIS Manager	\$198
GIS Manager	\$184
GIS Analyst II	\$172
GIS Analyst I	\$160
Senior GIS Technician	\$156
GIS Technician II	\$148
GIS Technician I	\$136

Graphic Design Services

Senior Graphic Designer	\$164
Graphic Designer II	\$144
Graphic Designer I	\$120

Administration Services

Sr. Administrative Project Specialist	\$140
Administrative Project Specialist	\$130
Administrative Staff	\$110





B2203 - Thiessen Road Culvert

Professional Services Amendment #2 - 3J Fee breakdown
3J Consulting

Task No. Task Description		3J Consulting, Inc.												3J Consulting, Inc. Totals		
		Principal Engineer		Sr. Project Manager		Project Manager I		Civil Designer II		Senior Inspector		Sr Admin Specialist		Hours	Fee	Expenses
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee			
		\$322		\$282.00		\$224		\$164		\$182.00		\$140				
1.0	Management and Administration Sub-Total Management and Administration	0.00	\$ -	6.00	\$1,692.00	17.50	\$ 3,920.00	0	4.00	\$ 656.00	0	0.00	\$0.00	17.50	\$ 2,450.00	\$30.00
2.0	30% Design / Alternatives Analysis (COMPLETE) Sub-Total 30% Design / Alternatives Analysis (COMPLETE)	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	\$0.00
3.0	60% Design (COMPLETE) Sub-Total 60% Design (COMPLETE)	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	\$0.00
4.0	90% Design (COMPLETE) Sub-Total 90% Design (COMPLETE)	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	\$0.00
5.0	Final Design Sub-Total Final Design	2.00	\$ 644.00	15.00	\$4,230.00	36.50	\$ 8,176.00	72.00	\$11,808.00	0.00	\$0.00	1.00	\$140.00	126.50	\$24,998.00	\$0.00
6.0	Land Use Planning Support (COMPLETE) Sub-Total Land Use Planning Support (COMPLETE)	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	\$0.00
7.0	Permitting Support (COMPLETE) Sub-Total Permitting Support (COMPLETE)	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	\$0.00
8.0	Utility Coordination (COMPLETE) Sub-Total Utility Coordination (COMPLETE)	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	0.00	\$0.00	0.00	\$ -	0.00	\$ -	\$0.00
9.0	Construction Administration & Closeout Sub-Total Construction Administration & Closeout	0.00	\$ -	5.00	\$1,410.00	16.00	\$3,584.00	42.00	\$ 6,888.00	0.00	\$0.00	0.00	\$0.00	63.00	\$11,882.00	\$240.60
Contract Total Without Contingency		2.00	\$ 644.00	26.00	\$7,332.00	70.00	\$ 15,680.00	118.00	\$ 19,352.00	0.00	\$0.00	18.50	\$ 2,590.00	234.50	\$ 45,598.00	# 270.60
10.0	CONTINGENCY TASK - Construction Consultation/Inspection During Construction Sub-Total CONTINGENCY TASK - Construction Consultation/Inspection During Construction	0.00	\$ -	0.00	\$ -	32.00	\$ 7,168.00	0.00	\$ -	128.00	\$ 23,296.00	0.00	\$ -	160.00	\$ 30,464.00	\$702.00
Contract Total with CONTINGENCY TASK		2.00	\$ 644.00	26.00	\$7,332.00	102.00	\$ 22,848.00	118.00	\$ 19,352.00	128.00	\$23,296.00	18.50	\$ 2,590.00	394.50	\$ 76,062.00	972.60
Contract Grand Totals																
Total Contract																
																Total Fee \$ 76,062.00
																Total Expenses \$ 972.60
																\$ 77,034.60