



**DAN JOHNSON**  
DIRECTOR

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

January 15, 2026

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contract with Consor North America for the Oak Grove Elementary Crosswalks Project. Contract Value is \$179,559 for 2 years. Funding is through a Safe Routes to School Grant and County Road Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	None		
<b>Performance Clackamas</b>	The project will build a strong infrastructure and ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Joel Howie	<b>Contact Phone</b>	503-742-4658

**EXECUTIVE SUMMARY:** The County obtained a Safe Routes to School grant matched by County Road Funds to add an enhanced crosswalk and rectangular rapid flashing beacons (RRFBs) at the SE Oak Grove Blvd-SE Arista Rd intersection near Oak Grove Elementary School. Also, the project includes crosswalk and ADA Ramp construction at a second intersection at SE River Road and SE Courtney Ave. This project will install rectangular rapid flashing beacons at all 4 corners at the SE Oak Grove Blvd and SE Arista Rd intersection with pedestrian poles immediately adjacent to the ADA Ramp landings. Also, thermal imaging bicycle detection will be added at the northeast and southwest RRFBs to detect bicycles traveling on Arista Rd as they approach SE Oak Grove Blvd. The RRFBs will include signing and striping improvements leading up to and at the intersection.

This personal services contract will provide project management and project coordination, survey services, utility coordination, public involvement, preliminary and final design, and bid and award assistance for the project. Right of Way services will be performed by the County.

The contract's total estimated not to exceed amount is \$179,559.00 and is funded through Safe Routes to School grant (89.73% or \$161,118.29) matched by County Road Fund (10.27% or \$18,440.71). The design of the project is estimated to be completed by the spring of 2027 with construction starting in the fall of 2027 or spring of 2028.

**RECOMMENDATION:** Staff respectfully recommends the Board of County Commissioners approve and sign the

For Filing Use Only

Personal Services Contract #1552 with Consor North America, Inc. for the Oak Grove Elementary Crosswalks Project.

Respectfully submitted,

Dan Johnson

Dan Johnson  
Director of Transportation & Development



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #0000001552**

This Personal Services Contract (this "Contract") is entered into between **Consor North America, Inc.** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of 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, 2027**.
- 2. Scope of Work.** Contractor shall provide the engineering services necessary to design Oak Grove Elementary Crosswalks Project ("Work"), further described in **Exhibit A**. The Work authorized by this Contract is limited to the preliminary design phase work described in Exhibit A. If County requests performance of construction engineering, inspection and construction contract administration phase work, it will do so by issuing an amendment to this Contract on terms acceptable to both parties.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Seventy-Nine Thousand Five Hundred Fifty-Nine Dollars (\$179,559.00)** for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the 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](mailto:lkitts@clackamas.us) and [jhowie@clackamas.us](mailto:jhowie@clackamas.us)

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

Contractor Administrator: Gabriel Crop Phone: 971-449-7723 Email: <a href="mailto:Gabriel.crop@consoreng.com">Gabriel.crop@consoreng.com</a>	County Administrator: Joel Howie Phone: 503-742-4658 Email: <a href="mailto:jhowie@clackamas.us">jhowie@clackamas.us</a>
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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, which may be caused by, or result from, any negligent act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all third-party 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 negligent 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.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

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

10. **Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for (i) any indirect, incidental, consequential or

special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to 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. Any reuse of work product outside the scope of work of this Contract or any alteration of the Work Product without Contractor's review and approval shall be at the County's sole risk.
- 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 not be unreasonably withheld. 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. Terminations.** 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.

Conсор North America, Inc.

Clackamas County

		12/17/2025   12:10:45 PM EST	
Authorized Signature	Date	Signature	Date
Chris Link	District Manager OR/ID Transportation		
Name / Title (Printed)		Title:	
146807-14			
Oregon Business Registry #		Approved for Legal Sufficiency:	
DBC/Oregon			
Entity Type / State of Formation		County Counsel	12/17/2025
			Date

**EXHIBIT A**  
**PERSONAL SERVICES CONTRACT**  
**SCOPE OF WORK**

**Scope of Work**  
**Oak Grove Elementary Crosswalks Project**  
**Clackamas County Project Number 300325559**  
**October 24, 2025**

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**PROJECT BACKGROUND**

Clackamas County, hereinafter referred to as “County” or “Agency”, received a Safe Routes to School grant matched by County Road Funds to add an enhanced crosswalk and rectangular rapid flashing beacons (RRFBs) at the SE Oak Grove Blvd-SE Arista Rd intersection near Oak Grove Elementary School. The project includes crosswalk and ADA Ramp construction at a second intersection at SE River Road and SE Courtney Ave.

**PROJECT UNDERSTANDING**

This project will install rectangular rapid flashing beacons at all 4 corners at the SE Oak Grove Blvd and SE Arista Rd intersection with pedestrian poles immediately adjacent to the ADA Ramp landings. Also, FLIR bicycle detection will be added at the northeast and southwest RRFBs to detect bicycles traveling on Arista Rd as they approach SE Oak Grove Blvd. The RRFBs will need signing and striping improvements leading up to and at the intersection.

The improvements at SE River Road and SE Courtney Ave will include signing, striping, ADA curb ramps, and illumination.

**Project Limits:**

Intersections of SE Oak Grove Blvd and SE Arista Rd and SE River Rd and SE Courtney Ave.

**Lane Configuration and Geometry:**

Oak Grove Blvd is a two-lane minor arterial with an on-street bike facility and on-street parking. All quadrants of the intersection are marked with crosswalk pavement markings. SE Arista Rd is a local roadway with ~~on-street~~, bike sharrows in the travel lanes and on street parking.

River Rd is a minor arterial and Courtney Ave is collector roadway and meet at an all-way stop with stop bars at each leg of the intersection. Sidewalks, planter strips, 8-foot wide bicycle lanes, and illumination are planned to be constructed in 2027 on the east leg of the intersection (SE Courtney Ave).

The existing roadway cross sections will remain unchanged.

**Stormwater Management:**

No stormwater management is required as the area of new and reconstructed impervious area is expected to be less than 5,000 sq ft. However, catch basins will need to be adjusted at both sides of the street on Courtney Ave and River Rd.

**Lighting:**

Existing lighting shall be evaluated at Oak Grove Blvd and Arista to determine if the lighting meets minimum level standards. At Courtney Ave and River Rd, there is one existing streetlight mounted on a PGE utility pole at the NE corner of the intersection. New lighting on the existing utility poles will be

evaluated (subject to confirmation by the power company). Additional luminaire poles will be used as needed to meet County light level target at the intersection.

#### **Franchise Utilities:**

No impacts anticipated. If required, relocations for utility conflicts will be completed by utilities. The following utilities are anticipated within the project limits:

- Portland General Electric (PGE) and telecommunications lines: west leg of intersection along SE Arista Drive.
- PGE: northwest leg of intersection at Courtney Ave and River Rd.
- Other utilities as identified in the OneCall list

#### **Natural Resources:**

Environmental permits are not anticipated.

#### **Landscaping:**

Bark mulch or grass seed shall be shown to match existing landscaping beyond improvements.

#### **Public Involvement and Outreach:**

Public involvement to be completed by the County. Consultant to provide support with an exhibit at each site.

#### **Right-of-Way (ROW):**

No ROW acquisitions are anticipated at the SE Oak Grove Blvd and SE Arista Rd intersection. Two ROW permanent and temporary easements are anticipated at the SE Courtney Ave and SE River Rd intersection on the west side of the intersection.

## **SPECIFIC SCOPE OF SERVICES**

### **SUMMARY OF WORK**

Project management, survey, utility coordination, final PS&E (Plans, Specifications and Estimates) design, and bid assistance up through bid award for this project based on the scope of services described herein.

Task 1.0 Project Management and Project Coordination

Task 2.0 Survey

Task 3.0 Utility Coordination

Task 4.0 Public Involvement

Task 5.0 Final Design (60%, 90%, 100% and Final Bid Ready)

Task 6.0 Bid and Award Assistance

The duration of the design of this project is assumed to be 15 months as shown in the "Work Schedule" section located at the end of this document. This scope of services does not include

construction engineering or construction support but these services may be added at the discretion of the County towards the end of the design phase through a contract amendment.

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## **Task 1.0 Project Management and Project Coordination**

### **1.1 Project Management**

Consultant shall:

- Monitor and manage project scope, schedule, and budget including development of a project schedule with up to two updates.
- Prepare and maintain a contract and task decision log documenting proposed changes to the project (i.e., change orders and notices to proceed) as well as the proposed schedules and deliverables.
- Complete Subconsultant management tasks.
- Prepare monthly invoices and progress reports. Consultant assumes a 9 months of active project management within a 15-month timeframe for the project to be designed and bid for construction.

### **1.2 Project Coordination**

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from Clackamas County. The Consultant Project Manager shall direct all meetings and provide direction to the rest of the team as the project progresses. A running agenda will be maintained on a shared drive to document decisions and track progress and upcoming scheduled tasks/deliverables.

The following meetings are included:

- One Project Kick-off Meeting held on Microsoft Teams with the Project Team (1 hour). Up to 3 consultant personnel are expected to join the meeting.
- Two site visits at the project site during design (2 hours including travel time). Up to 3 consultant personnel are expected to attend the site visit.
- Up to 6 additional Microsoft Teams coordination meetings with the Project Team (1 hour each). Up to 2 consultant personnel are expected to phone into each meeting. Meetings are anticipated to occur approximately bi-monthly and may include work sessions with County staff to confirm the preferred design treatments and/or review County comments following the 60% and 90% submittals.

#### ***Task 1.0 Deliverables:***

- *Initial Project Schedule and one update*
- *Contract/Task Decision Log*
- *Monthly Invoices and Progress Reports*
- *Rolling Meeting Agenda and task summary email for Monthly Coordination Meetings*

## **Task 2.0 Survey**

### **2.1 Control Survey**

- Consultant shall establish the horizontal control network according to Agency standards using Terrestrial (Total Station), GNSS (Static or Rapid Static) or a combination of both. Consultant

shall set and adjust control points in conformance with Agency guidelines. The existing Horizontal Datum is NAD 83(2011) epoch 2010.00 PDX Zone, utilizing the Oregon Real Time Network.

- Consultant shall use monuments that comply with ORS 92.060 and ORS 209.250, or 5/8" Rebar with plastic or brass caps, or other Agency approved control points, for the GNSS and network points. Consultant shall establish a minimum of 3 GNSS control points through the length of the survey. A minimum of 4 inter-visible control points are required through the Project area.
- Consultant shall establish vertical control using differential leveling. Consultant shall get Agency approval before using other methods such as trigonometric leveling and elevations derived from GNSS and identify with Agency the accuracies of determined methods prior to proceeding. The existing Vertical Datum is NAVD 88.

## **2.2 Topographic Survey**

Consultant shall perform a survey of the project areas described by the following:

- Complete a topographic survey at each location identifying trees, utilities, water features, culverts, sidewalks, ADA Ramps, edge of buildings, pavement markings, signs, etc. The topographic survey will be 100 feet in each leg of the intersection.
- Underground features such as utility line sizes, rim elevations, invert elevations, fuel tanks, wells, septic tanks and lift stations, and drain fields shall be shown as indicated by surface features and other information including as-built drawings and utility company data.
- Create an AutoCAD.dwg base file and Digital Terrain Model in Civil 3D for use in design.
- The basemap and design file for the Courtney complete streets will be provided. The typical records required for research are, but not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, Agency drawings, as applicable, railroad maps, county surveys, related easements, road dedications and vacations.

Consultant shall adhere to the standards stipulated by the Oregon Revised Statute ("ORS") 672. Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as "Approved" all survey related deliverables and shall be responsible for all land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this SOW. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

## **2.3 Right of Way Resolution**

- Research existing records and locate and resolve the existing right of way. Prepare up to four draft and final impact maps and legal descriptions for temporary and/or permanent ROW acquisition.
- Provide Maps and Descriptions as Exhibits A and B to support County's Resolution of Necessity process.
- Provide staking of the proposed ROW easement acquisitions areas.



## **2.4 Pre-Construction Survey (Contingency)**

- Consultant shall prepare and file a Pre-Construction Record of Survey, as a contingency task, conforming to applicable County standards with the County Surveyor's office to perpetuate monument locations as required under ORS 209.155.

### **Task 2.0 Deliverables for each site:**

- *Topographic survey in AutoCAD.dwg format*
- *ROW resolution file in AutoCAD.dwg format*
- *Draft and final legal descriptions, exhibit maps and impact maps and as Exhibits A and B*
- *ROW staking of the easement acquisition areas*
- Pre-Construction Record of Survey (if needed)

## **Task 3.0 Utility Coordination**

### **3.1 Utility Coordination**

Consultant shall initiate coordination with utilities and incorporate utility provided relocation plans into the design documents, if needed. The locations and elevations of existing utilities and options for resolving conflicts shall be investigated. It is assumed the improvements can be designed to avoid utility relocations and that only minor adjustments will be needed. This work shall include working with the County and utility companies to "pothole" crossings and other areas, if needed to identify and eliminate conflicts. It is expected that potholing shall be provided by the utility companies. Once "potholing" data is obtained and mapped, the Consultant shall incorporate the data into plan changes.

It is assumed that up to four (4) utilities at each site will require coordination.

Consultant shall:

- Develop a utility contact information list and email project information letters utilizing information from the adjacent Courtney Avenue project (in email format) to utility companies involved to explain the nature of the work.
- Prepare a Utility Conflict Spreadsheet and send utility conflict letters with 60% plans to the affected utility companies describing the conflicts that exist, and the required adjustment to eliminate the conflict. A spreadsheet of centerline reference points and elevations shall be provided to utility companies for use in excavating existing utilities (potholing) at points of potential conflicts. The schedule for making the necessary adjustment ahead of the beginning of road construction shall be identified.
- Review pothole data provided by the utilities and make recommendations to the project design to minimize utility relocation.
- Prepare and send a Utility Relocation Letter of conflict with 90% plans for each utility notifying them of unavoidable conflicts with a mandatory relocation date.
- Conduct up to two Microsoft Teams coordination meetings with individual utilities.
- Conduct up to one on-site coordination meeting with one or more utilities at the same meeting (1 hour). Up to 1 consultant personnel will attend the meeting.
- Provide 90% plans to each utility, perform ongoing coordination with utilities to resolve utility conflicts, and finalize utility relocation requirements as appropriate.
- Provide an updated final design notice to utilities of contract dates and project status.

**Task 3.0 Deliverables for each site:**

- *Utility contact list and Information Letter to utilities and County Project Manager (CPM)*
- *Utility Conflict Spreadsheet(s) and Letter(s) to utilities and County Project Manager*
- *The final utility relocation plan(s) (developed by the impacted utilities) submitted to the CPM within 10 days after acceptance.*
- *Notice Letter(s) submitted to each utility and CPM 30 business days after submittal of 90% Design and Final Design to County.*

**Task 4.0 Public Involvement****4.1 Public Involvement Information**

Consultant shall prepare the following for Agency's use to publish on its Agency website:

- Aerial graphics project layout at each site showing improvements at the concept level and updated at the 60% milestone

**Task 4.0 Deliverables for each site:**

- *Aerial graphics project layout at each site at concept and 60% milestones showing improvements*

**Task 5.0 Final Design (60%, 90%, 100%, and Final Bid Ready) - Plans, Specifications, and Estimate (PS&E)**

The Consultant will develop a preferred alternative for each site and advance it to the Final Bid Ready stage.

Consultant shall:

- Utilize County-provided curb ramp inspection information to develop concept designs to set the project footprint for review by County staff prior to 60% plan development. Designs are assumed to require new curb ramp designs at all corners. Designs will utilize the existing curb extension footprint at the SE Oak Grove Blvd-SE Arista Rd intersection and match the radius and perpendicular ramp layout on the east side of SE River Road and SE Courtney Ave associated with the Courtney Avenue project. Confirm designs meet ADA and other County standards. No design exceptions are anticipated. Conduct one work session with County staff (Task 1).
- Conduct work sessions (per Task 1) with County staff to review comments for each submittal.
- Complete engineering drawings for submittal to the County at 60%, 90%, and 100% milestones and perform quality assurance and in-house independent design checks and plan review of drawings and related quantities including constructability reviews. Plans will be drafted with the latest version of AutoCAD software and the final CAD drawings will be provided.
- Provide relevant plan drawings per the anticipated sheet list below for submittal to County for review. Drawings shall include sufficient information for review and bidding including ROW lines, alignments, elevations, etc. with the assumption that more detailed staking and layout information necessary for construction will be provided electronically to the Contractor after notice of intent to award. Standard details and drawings will be attached at the end of the plan set without the need for a title block. Additional specific plan sheet requirements include:

- Index of Drawings: Provide a list of the standard details and drawings utilized with a link to the location where they can be found.
- Traffic Control: Convey typical temporary pedestrian routing and traffic control requirements in a table with references to standard drawings and specifications.
- Roadway and Utility Plan: Consultant shall prepare combined roadway and utility construction plans in accordance with County design standards, AASHTO, PROWAG, and APWA Oregon Standard Specifications for Construction with ROW information shown as applicable. Catch basin adjustments will be included, but franchise utility (water, sewer, gas, underground communication, and underground power) relocation designs are excluded from the utility plans.
- Details: Assumes one intersection corner (six total) per detail sheet.
- Signing and striping plans: Consultant shall prepare signing and striping plans compliant with MUTCD and County Standards.
- Erosion Control: Consultant shall prepare erosion control plans in accordance WES standards. ESCP Plans shall include:
  - Location and type of Best Management Practices (BMP) for erosion prevention, sediment control and runoff control for each phase of construction,
  - Perimeter controls, track-out controls, stabilization measures,
  - Maintenance procedures for each BMP type,
  - Schedule for installation and duration of BMPs,
  - Seed mix, final stabilization – include 01030 special provision with ESCP
- Illumination plans: Consultant shall complete a detailed photometric analysis for the intersections of Oak Grove Blvd/Arista Rd and River Rd/Courtney Ave using AGI32 software. Light pole and luminaire types will be from the PGE approved equipment list. The lighting analysis results will be shown on the plan sheets. Based on the light pole layout from the analysis, individual street lighting plans will be developed.
- RRFB plans: Consultant shall prepare RRFB plans, including passive FLIR detection, for a hard-wired RRFB system compliant with MUTCD and County Standards for the intersection of Arista Rd/Oak Grove Blvd.
- Coordinate with PGE for power to the RRFB and street lighting locations, if additional lighting is needed. Review initial Line Extension Cost Agreement from PGE and updates at 90% and 100% milestones and include County Project Manager on all communications.
- Calculate quantities and develop an engineer's construction cost estimate for submittal at each plan development milestone (60%, 90%, 100%, Final).
- Prepare relevant sections of specifications based on the current Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special provisions and County boilerplate special provisions to the specifications in Part 00100 – General Requirements (90%, 100%, Final).
- Revise and submit final Special Provisions based on comments received during County reviews.
- Review and respond to County provided comments at each milestone submittal through a comment/response log. Make corrections as required by County and submit final plans to County (both documents and electronic copies).

The anticipated sheet count is as follows:

<b>Name of Sheet</b>	<b>Estimated # of Sheets</b>	<b>60% PS&amp;E</b>	<b>90% PS&amp;E</b>	<b>100% and Final</b>
Cover, Index of Sheets, Location Map	1	X	X	X
Legend and Abbreviations	1	X	X	X
Temporary Pedestrian Access Route and Traffic Control Applications by Corner	1		X	X
Roadway and Utility Plan (1"=40')	2	X	X	X
Curb Ramp Details (1 corner per sheet)	6	X	X	X
Curb Ramp Typical Section and Notes	1		X	X
Miscellaneous Details	1		X	X
Signing and Striping Plans (1"=40')	2	X	X	X
Signing and Striping Details	1		X	X
Sign and Post Data Table	1		X	X
Erosion Control Plan (1"=20')	2		X	X
Erosion Control Details	1		X	X
RRFB & Illumination Plans (1"=40')	3	X	X	X
RRFB & Illumination Legend & Details	4	X	X	X
Standard Drawings (4 per sheet)	10		X	X
<b>Total Estimated Sheet Count</b>	<b>37</b>	<b>19</b>	<b>37</b>	<b>37</b>

Consultant will provide services as described above for each deliverable per the following subtasks:

### **5.1 60% Design**

Provide the following:

- 60% complete plans per the above sheet count
- 60% engineer's cost estimate

### **5.2 90% Design**

Provide the following:

- 90% complete plans per the above sheet count
- 90% engineer's cost estimate
- Draft Technical Special Provisions and redline changes of County Section 0100s template

### **5.3 100% Design**

Provide the following:

- 100% complete plans per the above sheet count
- 100% draft specifications
- 100% engineer's cost estimate and Bid Schedule

## **5.4 Final Design**

Provide the following:

- Final signed and stamped plans per the above sheet count
- Final signed and stamped specifications
- Final engineer's estimate and Bid Schedule

### ***Task 5.0 Deliverables (all electronic):***

- 60%, 90%, 100%, and Final Engineering Drawings (11" x 17")
- 90%, 100%, and Final Specifications and Bid Schedule
- Documentation of 60%, 90%, and 100% review comments
- 60%, 90%, 100%, and Final Engineer's Estimate
- Updated Comment/Response Log at each milestone

## **Task 6.0 Bid and Award Assistance**

This task includes the preparation of up to one addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from County and Construction Contractors about the plans and specifications during the bidding process.

Consultant's Project Manager, or Consultant's designee(s) approved by County, shall assist County with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 days to the CPM.

Consultant shall, during the bidding process, assist the County with the communications with Construction Contractors and suppliers in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the County. Consultant shall maintain the written log in the project file and provide upon request of the CPM.

### ***Task 6.0 - Consultant Deliverables***

- *Written log of conversations, questions and answers, provided to the CPM upon request.*
- *Up to one (1) addenda*

## **REIMBURSABLE EXPENSES**

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage

- Express Postage
- Other Direct Expenses (survey filing fees; project specific supplies, etc.)

## **ASSUMPTIONS**

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees shall be paid by Clackamas County, or as a reimbursable expense at cost. This project is covered under the County's 1200-CA permit.
2. No stormwater hydrologic or hydraulic analysis is required.

## **COUNTY'S RESPONSIBILITIES**

The County will:

1. Provide a project manager who is responsible for overall project development and management and for coordination between the Consultant and the County including coordination of review and comment by County staff on design deliverables.
2. Maintain records and process Consultant invoices.
3. Manage the relationship with other jurisdictions involved in the project as needed.
4. Coordinate the relationship with adjacent property owners and with the general public.
5. Maintain and manage the public involvement mailing list and project press releases.
6. Assist in utilities coordination through attendance at coordination meetings. Write and send out a 30-day final notice to unresponsive utilities.
7. Provide Consultant with digital copies of the County 00100 Special Provisions. County to prepare the front-end contract forms, prepare the bid-booklet, and provide legal review of the contracts and bid forms.
8. Provide timely review and comment on drawings, bid items and quantities, and estimate submitted by Consultant to County for review and approval.
9. Obtain all right-of-entry permits and permanent and/or temporary right of way easements/acquisitions for project design and construction, if needed.
10. Advertise and manage the bidding and construction process.

## **WORK SCHEDULE**

The anticipated schedule for this project is as follows:

<b><u>Item</u></b>	<b><u>Date</u></b>
Notice to Proceed for Consultant (Estimated)	November 2025
Submit 60% Plans and Estimate	March 2026
Submit Draft Maps and Descriptions	April 2026
Submit Final Maps and Descriptions	May 2026
Submit 90% PS&E	September 2026
Submit 100% PS&E	November 2026
Submit Final PS&E	December 2026
County Solicits Construction Bids	February 2027
Begin Construction	May 2027



**EXHIBIT B**  
**FEE SCHEDULE**

## 2025 - 2026 SCHEDULE OF CHARGES

### Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2025 through December 31, 2026. After this period, the rates are subject to adjustment.

<b>Billing Classifications</b>	<b>Rates</b>	<b>Billing Classifications</b>	<b>Rates</b>
Principal Engineer VI	\$371	Construction Manager X	\$321
Principal Engineer V	\$346	Construction Manager IX	\$299
Principal Engineer IV	\$328	Construction Manager VIII	\$283
Principal Engineer III	\$308	Construction Manager VII	\$274
Principal Engineer II	\$291	Construction Manager VI	\$254
Principal Engineer I	\$278	Construction Manager V	\$234
Professional Engineer IX	\$272	Construction Manager IV	\$221
Engineering Designer IX	\$265	Construction Manager III	\$202
Professional Engineer VIII	\$258	Construction Manager II	\$187
Engineering Designer VIII	\$250	Construction Manager I	\$166
Professional Engineer VII	\$244	Construction Coordinator V	\$215
Engineering Designer VII	\$240	Construction Coordinator IV	\$195
Professional Engineer VI	\$233	Construction Coordinator III	\$181
Engineering Designer VI	\$228	Construction Coordinator II	\$162
Professional Engineer V	\$223	Construction Coordinator I	\$145
Engineering Designer V	\$214	Construction Admin Specialist IV	\$199
Professional Engineer IV	\$211	Construction Admin Specialist III	\$178
Engineering Designer IV	\$211	Construction Admin Specialist II	\$155
Professional Engineer III	\$204	Construction Admin Specialist I	\$131
Engineering Designer III	\$204	Inspector VII	\$234
Engineering Designer II	\$189	Inspector VI	\$215
Engineering Designer I	\$174	Inspector V	\$195
Principal III	\$375	Inspector IV	\$181
Principal II	\$328	Inspector III	\$162
Principal I	\$289	Inspector II	\$145
Project Manager IV	\$280	Inspector I	\$125
Project Manager III	\$267	Technician IV	\$212
Project Manager II	\$238	Technician III	\$192
Project Manager I	\$208	Technician II	\$168
Cost Estimator III	\$313	Technician I	\$145
Cost Estimator II	\$250	Project Coordinator IV	\$188
Cost Estimator I	\$188	Project Coordinator III	\$174
Quality Control Compliance Specialist	\$195	Project Coordinator II	\$156
		Project Coordinator I	\$137
		Administrative III	\$137
		Administrative II	\$127
		Administrative I	\$112

### Project Expenses:

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

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

### Outside Services:

Outside technical, professional, and other services will be invoiced at cost.

## EXHIBIT A

	LABOR CLASSIFICATION (HOURS)										Hours	Subconsultants	Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total	
	Principal Engineer III	Professional Engineer VIII	Professional Engineer III	Professional Engineer VIII	Technician III		Administrative III		Labor	Subconsultants							
Average Billing Rate Estimated per Classification/Staff Staff Name	\$308	\$258	\$204	\$258	\$192	\$137	\$258	\$204	\$258	\$192	\$137						
	CropGab	NordTyl	McConvilleErl	AdamsBilley	Deuelli	PersAnAct											
Task 1 - Project Management and Coordination																	
Task 1.1 - Project Management	9	38					2										
Task 1.2 - Project Coordination	3	24	28														
Task 1 Subtotal	12	62	28	0	0	2											
Task 2 - Survey																	
Task 2.1 - Control Survey																	
Task 2.2 - Topographic Survey																	
Task 2.3 - Intersection Survey			2		4												
Task 2.4 - Right of Way Descriptions and Exhibits																	
Task 2.5 - Pre-Construction Survey (Contingency Task)																	
Task 2 Subtotal	0	0	4	0	4	0	0	0									
Task 3 - Utility Coordination																	
Task 3.1 - Utility Coordination		4	50		0	0											
Task 3 Subtotal	0	4	50	0	0	0											
Task 4 - Public Involvement																	
Task 4.1 - Public Involvement Information		2	8		0	0											
Task 4 Subtotal	0	2	8	0	0	0											
Task 5 - Final Design																	
Task 5.1 - 60% Design	4	28	112	4	12												
Task 5.2 - 80% Design	2	40	88	4	5												
Task 5.3 - 100% Design	1	20	44	2													
Task 5.4 - Final Design		2	8														
Task 5 Subtotal	7	90	292	10	17	0											
Task 6 - Bid and Award Assistance																	
Task 6.1 - Bid and Award Assistance				6													
Task 6 Subtotal	0	4	6	0	0	0											
TOTAL - ALL TASKS																	
	19	162	948	10	21	2											
TOTAL - ALL TASKS																	