



October 23, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the governing body of Water Environment Services
Clackamas County

Approval of a Personal Services Contract with Otak for design of stormwater system improvements along SE Valley View Terrace. Total Contract Value is \$244,642.13 for 13 months. Funding is through WES Surface Water Construction Funds. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	1. Strategically plan and execute capital projects to meet the growth, reliability, and regulatory needs of our service area at the lowest life cycle cost. 2. This project supports the County's Strategic Priority of Strong Infrastructure.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-742-4694

EXECUTIVE SUMMARY: The Valley View Terrace stormwater system in the Mt. Scott Creek drainage area is in poor condition with known failures such as pipe and inlet blockages and collapsed pipe segments. Modeling of the storm system network indicated that the existing stormwater capture and conveyance systems are undersized, improperly located, or in degraded condition, resulting in chronic drainage issues and flooding of roadways and private properties. In addition to the storm system concerns, the roadway surface conditions on SE Valley View Terrace are poor with significant pavement cracking evident of failing subbase, some potholing, and evidence of damage to the roadway subgrade. Several existing inlets are located away from the edges of the roadway, resulting in poor and/or non-functional inlet capture of roadway runoff. WES and DTD propose partnering on a contract with Otak, Inc. to complete stormwater modeling, design, permitting, outreach and construction services for stormwater and roadway improvements along SE Valley View Terrace.

The project was identified as a priority CIP in the 2022 WES Storm System Master Plan and funding for this work is allocated in the adopted 2025-2030 WES Capital Improvement Plan.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment

For Filing Use Only

Services, approve Contract #1486 with Otak, Inc. for stormwater improvements along SE Valley View Terrace.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, WES

Attachment: Contract #1486 Otak, Inc.



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #0000001486**

This Personal Services Contract (this "Contract") is entered into between **Otak, Inc.** ("Contractor"), and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 ("District").

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, 2026**.
- 2. Scope of Work.** Contractor shall provide engineering services necessary to design the SE Valley View Terrace Drainage Improvements ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Forty-Four Thousand Six Hundred Forty-Two Dollars and Thirteen Cents (\$244,642.13)** for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements 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.
- 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 District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District 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: LJohanson@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 Clackamas 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, and Exhibit A.

7. Contractor and District Contacts.

Contractor	District
Administrator: Kevin Timmins Phone: 503.287.6825 Email: kevin.timmins@otak.com	Administrator: Leah Johanson Phone: 503.502.4514 Email: Ljohanson@clackamas.us

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. District 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 District 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 District 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 District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result

from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of reasonable defense costs (including reasonable attorney fees) of District and Clackamas County 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 District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District 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, District 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 District 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 District 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 requirements outlined below do not in any limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds 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 the County Contract Analyst.

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

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, 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 District'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 District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District 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 District may reasonably request in order to fully vest such rights in District. 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, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. Representations and Warranties.** Contractor represents and warrants to District 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 District 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 District.
- 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 and 32, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District'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 District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District 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. District'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 District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the District due to a breach by the Contractor, then the District 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 District, less any setoff to which the District is entitled.
- 21. No Third Party Beneficiaries.** District 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 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 District nor Contractor shall be held responsible for delay or default caused by events outside the District 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 District to enforce any provision of this Contract shall not constitute a waiver by District 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 District 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 District 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 District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District 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 District 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 District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.
- 31. Reserved.**

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

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

Otak, Inc.

Water Environment Services

Kevin Timmins

DIGITALLY SIGNED
2025.10.02 15:30:59-07'00'

Authorized Signature

Date

Chair

Date

Kevin J. Timmins / Practice Area Lead

Name / Title (Printed)

Recording Secretary

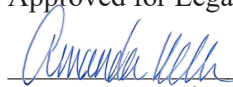
153321-17

Oregon Business Registry #

Approved for Legal Sufficiency:

DBC/Oregon

Entity Type / State of Formation



County Counsel

10/2/2025

Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK
SE Valley View Terrace Drainage Improvements
Phase 1
Otak Project # 22277

PROJECT UNDERSTANDING

The purpose of this project is to assist Clackamas County Water Environment Services (WES) with the stormwater modeling, design, permitting, outreach and eventual construction services for stormwater and streetscape improvements along SE Valley View Terrace, between SE Sunnyside Road and SE Moonridge Court. Figure 1 shows the location of the project area. Funding for design services is being provided jointly by WES and Clackamas County Department of Transportation and Development (DTD); at the time of this writing, construction funding is uncertain and will likely influence the proposed solutions.



Figure 1: Proposed project extents in purple.

WES is interested in building upon the existing modeling and conceptual analyses conducted by Otak and Jacobs for this area. Previous modeling efforts suggest that the existing stormwater capture and conveyance systems are undersized, improperly located, or in degraded condition. At present, there have been several reports of flooding and at least one instance of property damage for an existing dental clinic located at approximately 11211 SE Spruce View Lane, due to runoff bypassing the storm sewer system and flowing onto the clinic facilities. In addition to the storm sewer system concerns, the road surface conditions on SE Valley View Terrace are poor, with significant pavement cracking evident of failing subbase, some potholing, and clear evidence of damage to the roadway subgrade. Several existing inlets are located away from the edges of the roadway, resulting in poor and/or non-functional inlet capture.

Existing challenges that could be tackled as part of the project include:

- Insufficient conveyance capacity of the existing closed conveyance system under SE Valley View Terrace where it enters SE Sunnyside Road.
- Insufficient conveyance capacity of the existing closed conveyance system under SE Valley View Terrace between SE Spruce View Lane and SE Azar Drive, potentially even further to the north.
- Reports of degraded and collapsing conveyance infrastructure under SE Valley View Terrace.
- Inlet catch basins located outside the flow paths along either side of SE Valley View Terrace, leading to significant bypassing of surface flows and poor inlet capture.
- Inconsistent curb and gutter along stretches of SE Valley View Terrace resulting in erosion of existing slopes and bypassing of existing inlet catch basins.
- Damaged roadway section resulting in safety challenges for vehicles, bicycles, and pedestrians along SE Valley View Terrace.
- Lack of sidewalks and bike lanes forcing pedestrians and bicycles to share roadway with vehicles. SE Valley View Terrace's functional classification is a Collector street and Clackamas County's Transportation System Plan shows a planned bikeway and part of the Essential Pedestrian Network between SE Sunnyside Rd and SE William Otty Rd.
- Damaged roadway subgrade possibly contributing to degraded/collapsed condition of storm sewer pipes. Similar concerns exist for other utilities under SE Valley View Terrace.
- Previously completed preliminary modeling has indicated that the existing stormwater system underneath Sunnyside Road may be under-capacity, resulting in flooding/ponding at the intersection. Improvements that extend to/into the intersection of SE Valley View Terrace and Sunnyside Road are expected to require significant additional modeling and construction costs. As such, this scope of work will not include modeling or alternatives that increase flows to the intersection of SE Valley View Terrace and Sunnyside Road.

Proposed solutions to these problems are expected to include some or all of the following:

- A new stormwater conveyance system under SE Spruce View Lane from the intersection of SE Valley View Terrace and SE Spruce View Lane, extending west approximately 1000 feet to connect to an existing manhole and culvert under a sound-dampening wall separating SE Spruce View Lane from SE Sunnyside Road.
 - Replacement of the existing stormwater conveyance systems under SE Valley View Terrace where it is damaged and/or undersized for conveyance. There are two existing systems, one on the west side of the road and one on the east side of the road. The systems could be combined into a single system or separately improved in part/whole.
 - Replacement/installation of new inlet catch basins along the flow paths for the roadway to increase inlet capacity.
 - Construction of curb and gutter infrastructure, likely paired with proposed inlet catch basin improvements, to further improve inlet capacity and runoff capture.
 - Construction of new roadway section down to subgrade. This could include bicycle lanes and sidewalks.
-

DETAILED SCOPE OF WORK FOR PHASE 1

Task 1: Project Management (Phase 1):

The purpose of this task is to monitor project progress with respect to scope, schedule, and budget; to maintain regular communication with WES, and to manage the quality control process during the first phase of work to develop a conceptual design. This Task will also include development of scope of work, budget, and schedule for Phase 2 at the conclusion of Phase 1.

Consultant shall:

- Setup the project for tracking and reporting in Otak project management systems.
- Prepare preliminary project schedule in MS Project.
- Prepare and execute subconsultant agreements.
- Review project reporting and tracking formats with WES project manager.
- Prepare for and attend a 1-hour Project Kick-off Meeting with WES and DTD to introduce the project team and review project expectations including, scope of work, deliverables, and schedule.
- Plan and track progress with respect to scope, schedule, and budget.
- Schedule and attend twelve (12) regular 30-minute conference calls (approximately once every two weeks) with WES Project Manager following a standing agenda.
- Maintain a communication log for the weekly conference calls to record decisions and direction received, and follow-up action items identified during the call.
- Prepare one (1) schedule update
- Prepare up to six (6) monthly project status reports to accompany the monthly invoices. The report will identify work completed and percent complete vs percent spent for all project tasks and phases. The report will identify ongoing and upcoming work items, and any issues/concerns.
- Coordinate quality review of deliverables, including validation of calculations, cost estimates and other key components of the design.
- Prepare a scope of work, budget, and schedule for Phase 2

DELIVERABLES:

- Project schedule
- Agenda and presentation materials for the Kick-off Meeting
- Communication Log
- Schedule updates
- Monthly Project Status report
- Scope, budget, schedule documents for Phase 2

Task 2: Collect and Analyze Background Information

The purpose of this task is to review available information, identify gaps, and create a plan for obtaining additional data to complete Phase 1 scope of work.

Consultant shall:

- Submit a request for available as-built information.
- Coordinate with WES and DTD on transfer of data, as-built records, and maintenance records related to the study area.
- Review of existing data, mapping, reports, models, and regulatory information anticipated to include:
 - Existing Roadway and Stormwater As-Built
 - Storm System Master Plan (2022)
 - Stormwater System Capacity and Condition Analysis SE Valley View Terrace & SE 117th Ave (2022)

- SE Valley Terrace and SE 117th Ave Storm Drain Replacement Rev. #1 (2022)
 - Lower Valley View Terrace Stormwater Alternatives and PCSWMM Models (2023)
- Interview up to six (6) key WES/DTD staff to collect additional background knowledge for the project location and discuss potential project ideas.
- Coordinate with franchise utility holders to determine approximate location (horizontal and depth) of franchise utilities in the right of way of SE Valley View Terrace and SE Spruce View Lane.
- Review existing photos/videos provided and identify up to 12 locations in the study area with physical references to go survey, using GPS-unit, the elevation observed in the photo for comparison with model results.
- Prepare a basemap of the overall study area for the project location using GIS data to include aerial photo, LiDAR derived contours, creeks, existing pipes and culverts, and other key storm/stream elements to visually display existing conditions and ownership. Add photographs and call-outs to illustrate key features of the site.
- Prepare a schematic diagram of the system elements to be modeled for this project using GIS data and the basemap of the overall study area.
- Conduct a two-hour field trip with WES and DTD staff to view project location.
- Attend a two-hour meeting with WES/DTD staff to discuss results of existing information compilation, and to discuss options and priorities for additional field and technical analysis work.
- Prepare a 2-4 page Data Review Memorandum summarizing compiled information, recommendations for further field work, and technical analysis including modeling.

DELIVERABLES:

- Basemap of overall Study area (Large Format, .PDF file)
- A 2-4 page Data Review Memorandum (.PDF file)

Task 3: Field Work/Data Collection (PHASE 1)

The purpose of this task is to develop a work plan, obtain concurrence, then execute the work plan to support Phase 1 of the project.

Consultant shall:

- Identify locations that may have data gaps based on results of Task 2 work. Prepare a bullet-list of additional information to collect/verify under Task 3.
- Perform Phase 1 field reconnaissance per the bullet list of additional items, which is anticipated to include the following:
 - Visit the study area to confirm the limits of the contributing drainage area by field verifying storm sewer connections (i.e.-inlets, manholes, pipes, ditches, etc.) and observe storm sewer conditions (i.e.- evidence of clogging, siltation, vegetation, standing water, etc.).
 - Walk the roadway edges (both sides) to document areas with curb/gutter gaps and potential evidence of erosion.
 - Update available system mapping information to better define the limits of the system that need to be evaluated in this study and update the data and maps to support field investigations.
- Perform Phase 1 topographic and right-of-way survey per the approved work plan, anticipated to include the following:
 - Contact Oregon Utility Notification Center to request utility locates and request maps Establish survey control to collect data on the same datums as Clackamas WES GIS (NAD 83 (1998) and NAVD88).
 - Collect topographic data of constructed and natural features in the right-of-way along SE Valley View Terrace between SE Spruce View Lane and SE Moonridge Court. Topographic features include, but are not limited to, roadway including gutter, curb, edge of pavement, sidewalk, driveways, walls, fences, signs, mailboxes, fences, 6" DBH and

- larger trees, utilities, structures, ground shots, grade breaks, rim/invert elevations and pipe sizes of inlets and manholes.
 - Tie gutter line along SE Spruce View Lane from SE Valley View Terrace to manhole tie in location near 10961 SE Spruce View Lane for planimetric purposes. Obtain rim/invert elevations and pipe sizes of inlets and manholes.
 - Perform survey research
 - Locate and tie 10-12 survey monuments to approximate the right-of-way
 - Provide a calculated right-of-way of SE Valley View Terrace based on the recovered monuments
 - Post-process data and save in AutoCAD (.DWG) file for access by hydraulic modelers and future incorporation into a topographic basemap for design.
- Perform the following geotechnical and pavement investigations:
 - Review readily available maintenance records, as-built drawings, geotechnical reports, pavement design reports, or other relevant documentation relating to the proposed alignment.
 - Mark boring locations in the field and coordinate underground utility locating at the boring locations.
 - Prepare geotechnical work plan, traffic control plans and obtain right-of-way permits from the County.
 - Conduct subsurface exploration along project alignment, including:
 - Advance up to four (4) drilled borings to depths up to 15 feet below ground surface. Wherever possible and practical, cores will be drilled over pavement cracks to assess crack penetration depth. The borings may be terminated at shallower depths if refusal drilling conditions are encountered. Representative soil samples will be retained from the auger flights and by driving a split-spoon sampler in conjunction with the Standard Penetration Test (SPT). Upon completion of each exploration, drilling spoils will be placed in drums and disposed of off-site at an approved location. Borings will be backfilled with bentonite and boreholes will be capped with aggregate material and asphalt concrete (AC) cold patch to approximately match the existing pavement section thicknesses.
 - Maintain a detailed log of each exploration, visually classify the soils encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.
 - Dynamic cone penetration (DCP) tests will be completed on the existing base rock and subgrade in accordance with ASTM D6951 to aid in the assessment of in situ resilient moduli.
- Conduct the following laboratory tests on soil samples obtained from the explorations:
 - Moisture content tests (ASTM D2216)
 - Tests for soil quantity passing the U.S. No. 200 sieve (ASTM D 1140)
 - Atterberg limit tests (ASTM D 4318)
 - Conduct a survey using a truck-mounted, 2 GHz ground penetrating radar (GPR) antenna in the outside wheel path of the travel lanes within the project limits.
 - Analyze the GPR data and compare the results with pavement surfacing thickness determined from core sampling. Adjust the GPR results as appropriate and provide a plot of pavement surfacing thickness profile for each lane evaluated. If we encounter bedrock during our boring explorations, we will also attempt to identify bedrock depths from the GPR data.
 - Conduct engineering analyses to evaluate:
 - Up to three (3) pavement design alternatives for 15- and 20-year period.
 - Traffic loading data will be provided by the County

- Utility trench construction guidelines (excavations and backfill)
 - Earthquake and geologic hazards
 - Provide recommendations for proposed construction materials and practices.
- Contingency Subtasks:
 - Perform up to two (2) stormwater infiltration tests using the encased falling head procedures from the Clackamas County Water Environment Services Stormwater Standards Manual, at depths up to 5 feet below ground surface (bgs).
 - Conduct engineering analyses to evaluate stormwater retention facilities infiltration parameters

ASSUMPTIONS:

- Additional monument recovery will be needed to resolve the right-of-way.
- No right-of-way permit fees will be required.
- The site is accessible using a truck-mounted drill rig and suitable locations to drill can be found that avoid conflicts with buried and overhead utilities.
- Explorations can be conducted on weekdays between 8:00 a.m. and 6:00 p.m..
- Contaminated soil will not be encountered in the explorations.
- Corrosion testing and corrosion mitigation recommendations will not be required.
- Post-report consultation, plan and specification review, and construction-phase services will not be required.
- Contingency subtask will only be activated if authorized, to be based on desire for infiltration-based stormwater facilities as a proposed solution.

DELIVERABLES:

- 2022 Civil 3D drawing (.DWG)
- Updated Basemaps from Task 2 (.PDF)
- Draft and final geotechnical work plan and traffic control plans.
- Draft and Final combined geotechnical and pavement design report.
- (Contingency) Stormwater retention facilities infiltration parameters

Task 4: Storm Sewer Modeling

The purpose of this task is to simulate the hydraulic performance of the existing storm system, confirm the observations at each of the known problem areas, quantify the magnitude/frequency of the problem, and create a model that can be used to evaluate the proposed concepts. The modeling task needs to be sufficient to evaluate:

- Pipe sizing along SE Valley View Terrace, SE Spruce View Lane, and SE Sunnyside Road at its intersection with SE Valley View Terrace
- Inlet capacity calculations

Flow information will be needed for the hydraulic modeling. The downstream limit of hydraulic modeling is expected to be the pipe that enters SE Sunnyside Road. Therefore, the approximate limits of the hydrologic modeling effort is from the upper limits of the watershed, approximately 35 acres in area based on the previous Jacobs analysis.

Task 4.1: Existing Conditions

The purpose of this subtask is to set up a hydraulic model of the existing storm sewer pipes and the downstream storm sewer connections to the system in Sunnyside Road. Results will be used to simulate

performance of the storm sewer system.

Consultant shall:

- Compile storm system geometry data (rims, inverts, pipe size & type, etc., cross-sections, stage/storage, etc.) from as-builts, GIS, and/or topographic survey.
- Develop hydraulic model of storm sewer conveyance systems, including storm sewer mainlines and existing detention pond(s) using the PC-SWMM software program.
- Review and/or analyze existing data to determine downstream model boundary conditions.
- Review the model performance for continuity and stability and make adjustments to model input to achieve a minimum of “good” continuity.
- Identify locations where the model shows that the system capacity is exceeded.
- Add additional geometry data into the SWMM model where flow volume is leaving the model (i.e.- catch basin rims or ditch cross-sections) to keep all volume passing through the system to the downstream boundary.
- Characterize the frequency and magnitude of the problem at locations where system capacity is exceeded in a Model Results Output Table.
- Identify possible solutions to the problem and recommend a work plan to Clackamas WES for hydrologic and hydraulic modeling to be conducted to test the solutions under the Proposed Conditions Task.

ASSUMPTIONS

- The model will have less than 100 nodes.
- Detention systems located upstream from the part of the storm sewer system being modeled will be ignored.

DELIVERABLES

- Model Results Output Table
- SWMM model files (compressed *.zip folder)
- Recommendations for Modeling Proposed Solutions

Task 4.2: Proposed Conditions

The purpose of this subtask is to modify the existing conditions SE Valley View Terrace storm sewer model to test solutions and alternatives for the proposed solutions. Results will be used to compare against existing model results to quantify reductions to flooding problems.

Consultant shall:

- Modify the Existing Conditions SWMM models for the study area and create Proposed Solutions Models for up to six (6) scenarios (assumed to be two iterations per each of three alternatives) to test the effectiveness of six separate changes to the storm sewer system for reducing the magnitude and/or frequency of problems.
- Modify the Existing Conditions SWMM models for the study area and create three (3) Alternative Proposed Conditions Models to (each) simulate one set of recommendations and quantify the collective benefits to reducing the magnitude and frequency of flooding.
- Prepare a 10-15 page Hydrology and Hydraulics Memorandum documenting changes made to the existing conditions model and the results of proposed conditions modeling.

ASSUMPTIONS

- One scenario is defined as one contiguous system improvement (i.e. upsizing a run of storm sewer pipe, or adding in one storage facility, etc.).
- Land use assumptions from the previous studies will be used for these analyses.

DELIVERABLES

- Model Results Output Tables
- PC-SWMM model files (compressed *.zip folder)
- A 10-15 page Hydrology and Hydraulics Memorandum
- Recommendations for Proposed Solutions to carry forward in design

Task 5: Alternatives Analysis & Construction Sequencing

The purpose of this task is to develop preliminary concepts and cost estimates for the recommended solutions to reduce the chronic flooding at SE Spruce View Lane and SE Sunnyside Road.

Consultant shall:

- Coordinate with the Agency and other entities to develop design criteria and priorities for implementation with respect to: stormwater solutions and roadway improvements including geometrics, alignments, profiles and cross-sections, storm drainage facilities, bike and pedestrian facilities, sidewalks, signing, striping, lighting, retaining walls, and other project components. Design criteria may include: WES standards, Clackamas County Roadway standards, utility conflicts, impacts to private property, and additional design requirements.
- Prepare Conceptual Design plans, cost estimates, and illustrative cross-sections for up to three (3) alternatives to address known flooding issues along SE Valley View Terrace. Each alternative shall be developed into a PDF exhibit and strip map for internal Agency reviews and for use in online and in person open houses. The strip map will be overlaid on a current aerial photograph.
- Use conceptual design alternatives to inform proposed conditions modeling in Task 4.2, and to support Stakeholder involvement/public outreach in Task 6.
- Attend a two-hour workshop with County staff to review results of the proposed conditions modeling, select solutions to carry forward as recommendations, and define the scope of one set of preferred alternative stormwater improvements.
- Prepare Conceptual Design drawings (plan/profile/cross-sections) and updated cost estimate that describe the scope of work for the solutions selected to carry forward into Phase 2.
- Consultant shall prepare a 5-10 page 30% draft and final design memorandum which includes design criteria, summary of alternatives considered and recommendations.
- Attend a two-hour workshop with WES and DTD staff to review the preferred solution, discuss available funding, and define priorities for early implementation of solutions.

Design Exceptions: Consultant shall develop draft and final basis of design memorandums to describe the basis of design and document deviations in the design not meeting the standard design criteria. Consultant shall prepare information for design exceptions per WES or DTD format. It is assumed up to three (3) design exceptions will be required in Phase 2, with request forms to be filled out in Phase 2.

DELIVERABLES

- Three (3) Conceptual Design plans, cost estimates, and illustrative cross sections (.PDF)
- Meeting minutes from workshop to document decisions (.DOC)
- One (1) set of Preferred Conceptual Design Plan Sets (.PDF) and updated cost estimate (.PDF and .XLS)
- Draft and final basis of design memorandum (.DOC and .PDF)

Task 6: Stakeholder Involvement/Public Outreach (Phase 1)

The purpose of this task is to support WES in engaging the public and interested stakeholders during Phase 1 the design process.

Consultant shall:

- Collaborate with WES to provide graphics and photographs to support public outreach.
- Prepare cross sections and plan view CAD figures for each of the three proposed alternatives.

ASSUMPTIONS

- WES and Clackamas County Community Relations team will provide public engagement with material support from Otak.

DELIVERABLES

- Plan view CAD figures for three (3) proposed alternatives (.PDF)
- Up to ten (10) photographs

Valley View Terrace Project

Fee Estimate

Summary of Otak, Inc. and all Subconsultants

Otak Project # 022277.000

Task	Description	Otak, Inc.	GRI	Total Hours	Total Budget by Task
1.0	Project Management and Schedule				
1.A	Project Management for Phase 1	112		112	\$24,433.34
1.B	Development of Scope, Schedule, Budget, for Phase 2	36		36	\$7,778.99
2.0	Collect and Analyze Background Information				
2.1	Collect and Analyze Background Information	191		191	\$32,606.91
3.0	Field Work/Data Collection				
3.1	Field Work/Data Collection	170	125	295	\$23,786.77
4.0	Modeling				
4.1	Storm Sewer Modeling for Existing Conditions	170		170	\$27,728.47
4.2	Storm Sewer Modeling for Proposed Conditions	82		82	\$13,351.19
5.0	Alternatives Analysis & Construction Sequencing				
5.1	Alternatives Analysis & Construction Sequencing	426		426	\$63,152.60
6.0	Stakeholder Involvement/Public Outreach				
6.1	Stakeholder Involvement/Public Outreach	54		54	\$7,491.85
	Total Hours	1,241	125	1,366	
	Total Labor Cost	\$200,330.13	\$1,876.60		\$225,051.53
	Direct Expenses	\$70.00	\$8,547.00		\$ 8,617.00
	CONTINGENCY - as authorized		\$10,973.60		\$10,973.60
	Non-Contingency Project Total		\$33,268.40		\$233,668.53
	Project Total	\$200,400.13	\$44,242.00		\$244,642.13



Otak, Inc.
2025 Billing Rate Schedule

Discipline/Labor Category	Billing Rate
<u>Engineering</u>	
Sr. PIC/Sr. PM Civil	298.00
PIC/Sr. PM Civil	298.00
Civil Engineer X	244.00
Civil Engineer IX	228.00
Civil Engineer VIII	213.00
Civil Engineer VII	197.00
Civil Engineer VI	183.00
Civil Engineer V	168.00
Civil Engineer IV	159.00
Civil Engineer III	146.00
Civil Engineer II	136.00
Civil Engineer I	125.00
Engineering Designer V	155.00
Engineering Designer IV	138.00
Engineering Designer III	127.00
Engineering Designer II	115.00
Engineering Designer I	98.00
Engineering Tech VII	183.00
Engineering Tech VI	143.00
Engineering Tech V	132.00
Engineering Tech IV	123.00
Engineering Tech III	96.00
Engineering Tech II	86.00
Engineering Tech I	76.00
<u>Science</u>	
PIC/Scientist	253.00
Scientist VI	213.00
Scientist V	185.00
Scientist IV	160.00
Scientist III	140.00
Scientist II	126.00
Scientist I	99.00
Environmental Specialist	153.00
<u>Survey</u>	
Sr. PIC/PLS Sr. Manager	298.00
PIC/PLS Sr. Manager	265.00
Professional Land Surveyor V	245.00
Professional Land Surveyor IV	186.00
Professional Land Surveyor III	176.00



Discipline/Labor Category	Billing Rate
Professional Land Surveyor II	162.00
Professional Land Surveyor I	151.00
Survey Crew Chief III	158.00
Survey Crew Chief II	126.00
Survey Crew Chief I	98.00
Survey Office Technician IV	145.00
Survey Office Technician III	133.00
Survey Office Technician II	108.00
Survey Office Technician I	97.00
Survey Field Technician III	95.00
Survey Field Technician II	88.00
Survey Field Technician I	78.00

Landscape Architecture & Planning

Sr. PIC/Sr. PM LA/Master Plan	298.00
PIC/Sr. PM LA/Master Plan	283.00
Landscape Architect VII	212.00
Landscape Architect VI	182.00
Landscape Architect V	165.00
Landscape Architect IV	154.00
Landscape Architect III	138.00
Landscape Architect II	128.00
Landscape Architect I	116.00
Landscape Technician III	118.00
Landscape Technician II	108.00
Landscape Technician I	90.00
Planner VI	201.00
Planner V	185.00
Planner IV	170.00
Planner III	158.00
Planner II	143.00
Planner I	132.00
Planner Associate IV	127.00
Planner Associate III	117.00
Planner Associate II	102.00
Planner Associate I	84.00
Sr. GIS Specialist - Planner	157.00
GIS Specialist - Planner	125.00

Project Support Services

Graphics Specialist	132.00
Project Coordinator III	160.00
Project Coordinator II	150.00
Project Coordinator I	129.00
Project Admin Asst	99.00