



DAN JOHNSON
DIRECTOR

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

September 11, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the Development Agency Board
Clackamas County

Approval of Amendment #2 to the Intergovernmental Agreement Between Water Environment Services and Clackamas County Development Agency Relating to the SE Monroe Street Improvements Project. Amendment value \$18,000 for a total agreement value of \$233,940. Funding through Water Environment Services. County General Funds are not involved.

Previous Board Action/Review	01/30/24: Approval of an IGA with Water Environment Services for sanitary sewer system upgrades. 01/30/25: Approval of construction contract with Corpac Construction. 03/20/25: Approval of Amendment #1 of the IGA with Water Environment Services.		
Performance Clackamas	<ol style="list-style-type: none">1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, and Performance and Operational Optimization by combining the projects.2. This project supports the County Strategic Plan to build public trust through good government by realizing cost savings.3. This project will build and provide strong infrastructure.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Ken Itel	Contact Phone	503-742-4324

EXECUTIVE SUMMARY: Construction is under way on the SE Monroe Street Improvements Project. During the design process the consultant coordinated with affected utilities in order to minimize conflicts with their facilities. Water Environment Services (“WES”) requested the Clackamas County Development Agency (“Agency”) include the replacement of a sanitary sewer main in their project in the same area to accommodate planned system upgrades. In the interest of efficiency, WES asked the Agency’s consultant to prepare design drawings to be used for construction. The Intergovernmental Agreement (“IGA”) committed WES to reimburse the Agency for costs associated with design and construction of WES

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facilities on Monroe. WES is also allowing the Agency to utilize the WES property at Linwood & Overland for construction staging if necessary.

Including the design and construction of WES facilities in the Monroe project increased efficiencies and resulted in cost savings by avoiding duplication of services and more complex coordination that would occur by treating the WES improvements as a separate project. Construction of the sewer main in conjunction with the Monroe improvements also avoided possible damage and disruption to the newly constructed improvements by a future WES project.

During the final design phase WES requested minor modifications and additions to the plans which were not included in the original cost estimate contained in the IGA. The first amendment included the additional construction elements and increased the approved construction costs from \$160,000 to \$166,200, to reflect the actual construction bid amounts.

This second amendment is to account for construction modifications made in the field resulting in an additional 90 feet of 12" sanitary sewer force main and an additional 6 feet of 6" sewer main gravity overflow line. Field adjustment of quantities is common due to avoidance of obstructions discovered or engineering design changes for operational needs.

The total value of the IGA increases from \$215,940 to \$233,940.

RECOMMENDATION: Staff respectfully recommends the Board approve Amendment #2 to the Intergovernmental Agreement between Water Environment Services the Clackamas County Development Agency relating to the SE Monroe Street Improvements.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

AMENDMENT #2
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WATER ENVIRONMENT
SERVICES AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY RELATED TO
THE SE MONROE STREET IMPROVEMENTS PROJECT

This Amendment #2 is entered into between Water Environment Services (“District”) and the Clackamas County Development Agency (“Agency”) and shall become part of the contract documents entered into between both parties on February 8, 2024 (“Contract”).

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

- 1. Section 3, Consideration.** To reflect an increase of \$18,000 in the actual cost of the Work from \$215,940 to \$233,940, the language in Section 3, Consideration is deleted in its entirety and replaced with the following:

“The District agrees to pay Agency the actual cost of the Work performed in accordance with this Agreement, up to an amount not to exceed **two hundred thirty-three thousand nine hundred forty dollars (\$233,940)**.”

The estimated fee for design services, attached as Exhibit C and incorporated herein, is \$49,740. The actual bid cost of construction services is \$166,200 and is attached as Exhibit D and incorporated herein (“Construction Cost”). If the actual cost of the Work exceeds the amount authorized in Amendment #2, the Parties agree to execute an amendment necessary to ensure the District pays for any additional undisputed amounts.”

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

IN WITNESS HEREOF, the parties have executed this Amendment #2 effective as of the date first written above.

Clackamas County Development Agency

Water Environment Services

Chair

Chair

Date

Date

Approved as to Form

_____
County Counsel 9/2/2025
Date