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Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 1, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract #1907 with Consor North America, Inc., for On-Call Civil Engineering and Inspection Services for Pavement Resurfacing Projects. Total Contract Value \$750,000.00 for three years. Funding is through the Community Road Fund and County Road Funds No County General Funds are involved.

Previous Board Action/Review: NA

Performance Clackamas: This work will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Jon Sparks

Contact Phone: 503-650-3235

EXECUTIVE SUMMARY: This contract is one of four on-call contracts that will provide staff with engineering and construction inspection services for the 2026, 2027, and 2028 contract resurfacing projects. Services may include asphalt paving and chip seal resurfacing projects, including the Clayson Area Paving and McNary Heights Paving projects, as well as the Cherryville to Welches Chip Seal project scheduled for 2027. For 2028, anticipated projects include the One Rosa Place Paving and Yoder Chip Seal projects. In addition, the contract may be used on an as-needed basis to support other construction projects identified by DTD during the contract period.

PROCUREMENT PROCESS: This work was advertised in accordance with ORS and LCRB Rules on March 30, 2026. Proposals were publicly opened on May 6, 2026. The County received ten (ten) proposals: AECOM Technical Services, AKS Engineering & Forestry, LLC, ACMS Northwest, Atlas Technical Consultants, LLC, Century West Engineering, Consor North America, Inc., DOWL, LLC, Harper Houf Peterson Righellis, Inc., HDR Engineering, Inc., and Apex Companies, LLC. After review of the proposals, Century West Engineering, Consor North America, Inc., DOWL, LLC, and Harper Houf Peterson Righellis, Inc., were determined to be the best qualified proposers.

RECOMMENDATION: Staff respectfully recommends that the Board approve this personal services contract with Consor North America, Inc., for on-call engineering and construction inspection services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001907**

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"), acting by and through 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, 2028**.
- 2. Scope of Work.** Contractor shall provide the following engineering support and inspection services ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** for accomplishing the Work required by this Contract. Because this is an on-call or as-needed contract and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full \$750,000.00 authorized herein. Consideration rates are on a time and materials 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.

This Contract is on an "on-call" or "as-needed basis" for Work. When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task. No task order shall modify or amend the terms and conditions of this Contract.

- 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, Tabbott@Clackamas.us and Jsparks@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. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

7. Contractor and County Contacts.

Contractor Administrator: Mark Warren, PE Phone: 360-448-2859 Email: Mark.warren@consoreng.com	County Administrator: Jon Sparks Phone: 503-964-4522 Email: JSparks@clackamas.us
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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, 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 County, and its 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 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.
☒ 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.
☒ 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.

☒ 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. 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 I, Section 7. 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.
- 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 be granted or denied in the County's sole discretion. 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. Termination.** 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:
- 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.
 - Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 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.
 - 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

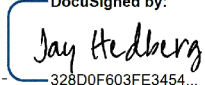
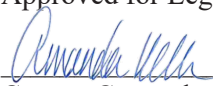
DocuSigned by:	
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Authorized Signature	Date
	Chair
	Date
Jay Hedberg	CM-Vertical District Manager
Name / Title (Printed)	Recording Secretary
146807-14	
Oregon Business Registry #	Approved for Legal Sufficiency
DBC/Oregon	
Entity Type / State of Formation	County Counsel
	9/9/2026
	Date

EXHIBIT A
SCOPE OF WORK
RPF# 2026-22
On-Call Engineering Inspection Service for Pavement Resurfacing Projects
Issued March 30, 2026



REQUEST FOR PROPOSALS #2026-22

FOR

**On-Call Engineering and Inspection Services for
Pavement Resurfacing Projects**

BOARD OF COUNTY COMMISSIONERS

**CRAIG ROBERTS, Chair
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner
DIANA HELM, Commissioner**

**Gary Schmidt
County Administrator**

**Tralee Whitley
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 6, 2026

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	March 30, 2026
Protest of Specifications Deadline.....	April 7, 2026, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 29, 2026, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 6, 2026, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 6, 2026** (“Closing”), to provide On-Call Engineering and Inspection Services for Pavement Resurfacing Projects. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00016460.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum.
LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at TWhitley@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Department of Transportation and Development (DTD), is seeking Proposals from qualified consultants to provide On-Call Construction Engineering Support and Inspection Services for a variety of contract pavement preservation projects. This RFP has been issued for the purpose of selecting multiple engineering consultants to act as “on-call” independent contractors to perform the type and scope of work listed below as requested by the County. This Contract is on an “on-call” or “as-needed basis” for work. When the County wishes a Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this contract. Contractor may not perform work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this contract, the County Task Order shall remain in effect under the terms of this contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this contract.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County encompasses 1,879 square miles and is heavily timbered. Geographical features include Mt. Hood, the Mt. Hood National Forest (<https://www.fs.usda.gov/mthood>) and the Bull Run Watershed (<https://www.portlandoregon.gov/water/29784>). Clackamas County Department of Transportation and Development (“DTD”) is responsible for repair and replacement of County-maintained infrastructure, including 1,400 miles of paved roadways, 186 bridges and 8,100 culverts, approximately. Clackamas County DTD’s Maintenance Division is seeking written statements of qualifications from consulting firms with expertise in public works construction management, construction engineering support, and field inspection services for the 2026-2028 contract pavement resurfacing projects. Typical projects assigned may consist of any of the following:

Paving Projects: Consisting of grind and inlay, overlay existing AC pavement or removal of existing AC pavement and placing new AC pavement. This may also include pavement repairs, subgrade repairs, erosion control, temporary traffic control, guardrail modifications, pavement markers and striping and legends. Some paving projects may include ADA ramps consisting of removal of existing ADA ramps and installing new ramps or making adjustments to existing ADA ramps to comply with County current ADA standards.

Pavement Preservation Projects: Chip Seal with fog seal, Slurry Seal, AR Cape Seal.

3.3. SCOPE OF WORK

3.3.1. **Scope:**

The engineering consultant will be required to provide a variety of Construction Engineering Support and Inspection Services (“CESI”) work, though it is likely that individual tasks will be limited in scope. It is

expected that in all instances, the consultant will be required to consult with County staff to identify specific needs and discuss options for accomplishing those needs. Tasks may include, but are not limited to, the following:

1. Provide qualified personnel for project inspection services with minimal oversight from the County.
2. Be familiar with bid tabs, project budget and project deliverables.
3. Attend all project meetings, including pre-construction and kickoff meetings.
4. Maintain and provide to the county all project related documentation.
5. Review project plans.
6. Ensure construction is performed per plan.

3.3.2. Budget: It is the intent of the County to award contracts to multiple consultants. Total combined contract value will be for a sum not exceed \$250,000 per County fiscal year (July 1-June 30) over three (3) years for a total not to exceed \$750,000. Fees shall be firm during the term of the resulting contract

3.3.3. Work Schedule:

Periodically, the County will contact contracted consultants for specific projects. Upon receipt and agreement of a scope of work, the County will issue a task order for the specific work, including fees and timeline to complete the task.

3.3.4. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2028**.

3.3.5 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- ☒ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☐ Article II, Paragraph 28 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☐ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☒ Article II, Paragraph 32 – Federal Contracting Requirements
- ☒ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ 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.
- ☒ 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.

- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-45
Project Understanding and Approach	0-25
Communication and Availability	0-25
Supportive Information	0-5
Available points	0-100

- 4.3** Once a selection has been made, the Proposer will be required to submit its proposed fees for completion of the project. The proposed fees must be on a time and material basis with a not to exceed for each phase of the Work. The proposed fees must be reasonable and fair to the County, as determined solely by the County.

During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, negotiations shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **11 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count. Pages shall be 8-1/2" x 11" standard sheet size, 11 point font, single-spaced.

Provide the following information in the order in which it appears below:

5.2 Cover Letter (not to exceed 1 page):

The cover letter should clearly identify the proposing entity and address; the contact name, phone number and email address for the procurement and contract negotiation process; and be signed by an authorized representative or official.

5.3 Proposer's General Background and Qualifications (not to exceed 4 pages):

This criterion relates to the Proposer's firm and key individuals qualifications, capabilities, and experience. Provide a description of the following:

- Provide a general overview of the firm including size of staff, location of staff in proximity to Clackamas County, background of company, specific qualifications and expertise, etc.
- Provide experience of the firm and staff with similar projects within the past five years. Include experience that best characterize work quality and cost control (references are required to be submitted).
- Include the name of individuals and their qualifications of who will be performing the work on the project. Identify any subcontractors that will be included on the team.
- Provide any additional supportive information that will illustrate the company's qualifications.

5.4 Project Understanding and Approach (not to exceed 2 pages):

This criterion relates to the Proposer's understanding of the project and the methodology and course of action used to meet the goals and objectives of the project. The issue is whether the Proposer has a clear and concise understanding of the project based on existing information. Elements to be considered include the following:

- Proposer's understanding of the project as demonstrated in the RFP.
- Proposer's awareness of key issues.
- Proposer's awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- At least one page (11" X 17" allowed) of this section shall be dedicated to providing a detailed matrix illustrating tasks, subtasks and percent of overall project resources on one axis, and a timeline on the other axis.

- Proposer’s understanding and ability to incorporate comments from the stakeholders into the overall project.

5.5 Communication and Availability (not to exceed 2 pages):

This criterion relates to accessibility and availability for project work, meetings, and other interaction with the County. Elements to be considered include the following:

- Ongoing projects for key staff and percent contracting availability for assignment to this project.
- Resources available to perform the work for the duration of the project.
- Ability to include Clackamas County’s concerns into project development.
- Accessibility for interaction with the County for meetings and other project tasks.
- Ability to establish and maintain functional, productive working relationships.

5.6 Supportive Information (not to exceed 2 pages):

Supportive material that the County should take into consideration for the project or qualifications may include graphs, charts, photographs, resumes, references, etc., and is completely discretionary. Please note that the material included as supportive information will not be considered when scoring any sections of the Proposal other than “Supportive Information”.

5.7 Completed Proposal Certification (see the following form)

PROPOSAL CERTIFICATION
RFP #2026-22

Submitted by: Conсор North America, Inc. | Oregon
(Must be entity’s full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned’s knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

- 1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
- 2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
- 3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
- 4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: <u>Jay Hedberg, PE, CCM</u>	Date: <u>05/06/2026</u>
Signature: <u></u>	Title: <u>Principal-In-Charge</u>
Email: <u>jay.hedberg@consoreng.com</u>	Telephone: <u>971.449.7709</u>
Oregon Business Registry Number: <u>14607-14</u>	OR CCB # (if applicable): <u></u>

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State:

EXHIBIT B
CONTRACTOR'S PROPOSAL

May 6, 2026
Clackamas County
Tralee Whitley, Contract Analyst
2051 Kaen Road
Oregon City, OR 97045

One SW Columbia St, Suite 1700
Portland, OR 97204

RE: RFP #2026-22 | ON-CALL ENGINEERING AND INSPECTION SERVICES FOR PAVEMENT RESURFACING PROJECTS

Dear Tralee and Selection Committee:

Clackamas County has demonstrated a strong commitment to delivering annual pavement rehabilitation and preservation projects for the public we collectively serve. The On-Call Engineering and Inspection Services for Pavement Resurfacing Projects contract represents an important next step in advancing completed resurfacing designs through construction over the next three years of the program.

To fulfill this commitment, the County requires a qualified inspection team that brings proven capabilities and a collaborative partner-oriented approach, serving as a seamless extension of County staff. We believe our team's following capabilities and experience fully address the County's anticipated inspection needs, provide the flexibility required to adapt to changing schedules, and deliver the best overall value.

- > **Trusted Partner** – The County requires an inspection team that values true partnership and seamless integration with County construction staff. Our Construction Manager, Mark Warren, is a trusted and familiar presence, having collaborated closely with Jon Sparks over the past six years on County pavement maintenance projects. Through this long-standing relationship, Mark has demonstrated why Consor is the County's go-to inspection team. We have shown that we understand the County's processes and daily routines better than anyone. This familiarity allows us to deliver efficient, well coordinated inspection services that contribute directly to the success of your pavement maintenance program.
- > **Responsiveness** – Dedicating inspection resources during the busy summer construction months can be challenging for both the agencies we serve and the consulting community. Consor has consistently demonstrated its responsiveness to the County's pavement maintenance program by leveraging our deep bench of experienced inspectors and design engineers to support all project assignments. Mark will continue to focus on delivering flexible staffing solutions that align with your construction schedule needs over the next three years.
- > **Experts in Pavement Resurfacing Construction** – Our pavement resurfacing inspection team is comprised of seasoned experts with deep, specialized experience across roadway construction and rehabilitation. Drawing on backgrounds with construction contractors, state DOTs, public agencies, and long-term consulting roles, our staff bring extensive knowledge of paving operations, quality control, and compliance. Several team members also contribute pavement rehabilitation and ADA curb ramp retrofit design expertise gained through County design projects delivered since 2022. This experience deepens our bench of inspectors and strengthens our ability to anticipate constructability issues and resolve challenges in the field. Whether supporting urban or rural paving, slurry or chip sealing, or curb ramp retrofit projects, we deploy proven professionals whose expertise is aligned with the County's inspection needs.

Together, these attributes position our team to effectively support the County in achieving its pavement rehabilitation and preservation goals.

Our proposal demonstrates our team's strong capabilities and expertise, while conveying our genuine enthusiasm, passion, and commitment to serve the County. We have enjoyed our past work with the County and look forward to supporting you with ongoing engineering and inspection services for the next three years.

Thank you for considering Consor for this important assignment for Clackamas County.

Sincerely,
Consor North America, Inc.

A stylized blue ink signature of Mark Warren.

Mark Warren, PE
Contract/Construction Manager
360.448.2859 | mark.warren@consoreng.com

A stylized blue ink signature of Jay Hedberg.

Jay Hedberg, PE, CCM (Authorized Representative)
Principal-in-Charge
503.680.5108 | jay.hedberg@consoreng.com

5.3 Proposer's General Background and Qualifications

FIRM BACKGROUND

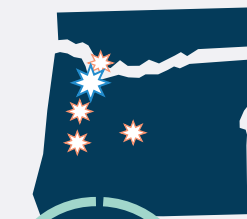
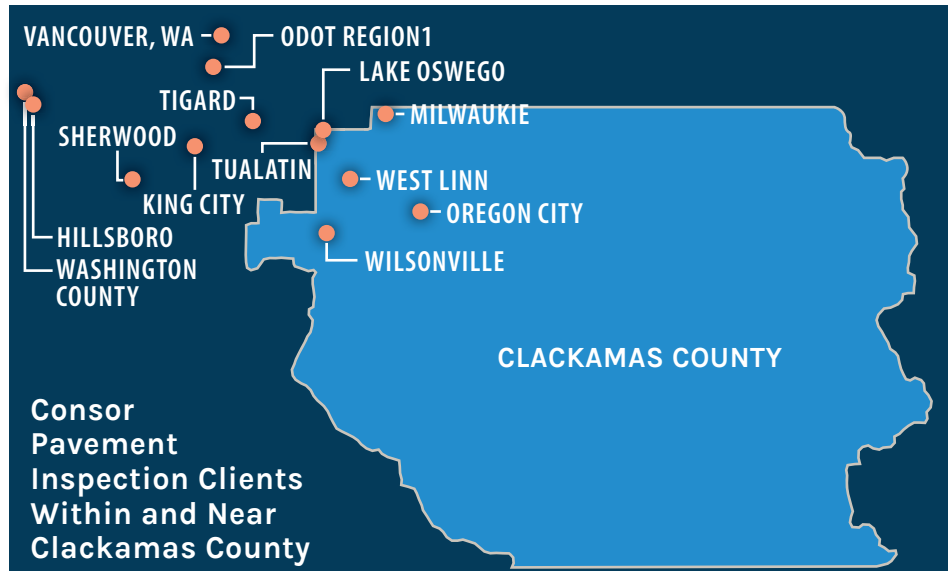
Conсор was founded with the key mission to provide high-quality municipal engineering, and construction management and inspection services to public agencies. We serve dozens of local public agencies in Oregon, including Clackamas County, offering comprehensive civil engineering planning, design, and construction services. Our public sector client services account for 99% of our current business and allows us to consistently understand your needs, enabling us to act as your trusted partner in achieving your goals. Construction engineering support and inspection services (CESI), like those required for the 2026 -2028 On-Call Engineering and Inspection Services for Pavement Resurfacing Projects, are the core of our operations. This is reflected in our role on more than 40 design and construction administration projects for Clackamas County over the past 19 years. We bring the technical depth required for all of your projects, along with a robust construction management and inspection team to successfully deliver to your community. We do this while maintaining the responsiveness and familiarity of a local team that understands the County's standards, expectations, and can adapt to your needs.

Our Oregon and Southwest Washington Construction Management Group & Proximity to the County

Conсор maintains a strong regional presence, with more than 50 dedicated construction managers and inspectors working throughout Oregon and Southwest Washington. This established footprint allows us to staff projects for Clackamas County with experienced personnel who are familiar with local conditions, standards, and stakeholder expectations. We support a full range of construction management and CESI across projects such as pavement resurfacing, ADA improvements, roundabouts, utility upgrades, and complete street improvements. Our regional capacity, combined with our focused experience in pavement management and curb ramp retrofits, positions our team to deliver high-quality, responsive support to the Clackamas County community for this schedule- and capacity-demanding project.

Pavement Inspection Services as an Extension of Your Staff

You will benefit from our inspection services, which we have successfully delivered for agencies within and near Clackamas County, including ODOT and Washington County. In most cases, we have initially served as an extension of agency staff who had previously performed inspection services internally. Each time, our services have been associated with an increased volume of work similar to Clackamas County. This enables us to immediately identify with your needs while boosting confidence in our ability to serve you. Our ongoing investment includes external ODOT inspector training, internal Clackamas County-specific inspector training, and betterment of the pavement management community through participation in such organizations as the Northwest Pavement Management Association. Through our depth of experience, we have developed a proven, adaptable, and collaborative CESI team to meet the County's needs. To validate our capabilities, the following similar inspection projects best characterize our work quality and cost control. We encourage you to verify this first-hand with the references provided.



5 LOCAL OFFICES

- ▶ Portland
- ▶ Salem
- ▶ Eugene
- ▶ Bend
- ▶ Vancouver, WA

99%
of our work
is for public
agencies



1,700+
EMPLOYEES
FIRMWIDE

1980
Founded in
Portland

730+

WEST REGION
STAFF

50+

CONSTRUCTION
MANAGEMENT &
INSPECTION STAFF IN THE
PORTLAND METRO AREA



AREAS OF EXPERTISE

- > Clackamas County Special Provisions
- > ODOT Standard Specifications
- > On-site Construction Inspection
- > Monthly Pay Requests
- > Quantity Tracking
- > Regulatory Agency Coordination
- > Claim Avoidance & Negotiations
- > Contract Administration
- > Constructability Reviews
- > Biddability Reviews
- > Cost Estimates
- > Scheduling
- > Bidding & Award Services
- > Final Inspection & Warranty Inspections
- > Project Close-out
- > Public Involvement
- > Preconstruction Conference
- > Clarifications & Change Orders
- > Project Meetings
- > Change Management
- > Quality Assurance & Material Testing
- > Risk Management
- > Managing Project Files
- > Testing, Startup & Training
- > Operation & Maintenance Manuals
- > Record Drawings



2019-2025 Paving and Sealing Inspection | Clackamas County, OR

Since 2019, Consor has provided construction management and inspection services for Clackamas County's pavement program. Our team has delivered more than twenty paving projects and four slurry seal and chip seal projects. Services were provided across a growing program with condensed summer construction schedules. Work supported multiple contractors and a range of risk-based pavement treatments. Services included inspection and construction management for asphalt concrete grind, and inlays and overlays. Work also included pavement removal and replacement, pavement and subgrade repairs, and driveway connections. Additional services included utility adjustments, ADA curb ramp retrofits, guardrail modifications, striping, and temporary traffic control. Projects were delivered on rural and urban roadways and neighborhood streets throughout the County. **WORK QUALITY:** Inspection staff completed daily progress reports with photo documentation. Quantities were tracked using County quantity verification forms. This approach supported accurate contractor pay estimates and budget control.

REFERENCE: Jon Sparks, Project Manager, 503.964.4522, jsparks@clackamas.us

KEY STAFF: Mark Warren, Jay Hedberg, Andrew Giesy, Nicholas Hannan, Zach Dugan, Angel Castro, Mark Duvall, Emily Hall



On-Call Construction Inspection Services | Washington County, OR

Consor provided construction inspection services under an on-call inspection services contract with Washington County, Oregon. The project included construction of a new signalized intersection at SW 209th Avenue and SW Tualatin Valley Highway (OR-8). Work also included a new storm sewer system, curbs, sidewalks, ADA ramps, and TriMet bus pads. The project involved full-depth roadway reconstruction and widening, including grinding and overlay operations. Consor worked closely with ODOT Region 1 permit specialists throughout construction. Our team oversaw construction to verify compliance with ODOT specifications, standards, and documentation requirements. Services included on-site inspections, coordination of quality assurance testing, preparation of end-of-month pay estimates, and development of field directives for Washington County. **WORK QUALITY:** Consor confirmed construction quality through proactive field coordination and continuous verification of workmanship, materials, traffic control, and ADA features. Issues were documented and resolved promptly. This approach supported safe, compliant construction with minimal cost and schedule impacts.

REFERENCE: Jed Corley, Project Manager, 971.330.8248, jed_corley@washingtoncountyor.gov

KEY STAFF: Mark Warren, Jay Hedberg, Mark Duvall, Caleb Wood



2018-2030 Lake Oswego Pavement Management Program | City of Lake Oswego, OR

Consor provided construction management and inspection services for the City of Lake Oswego's \$38M pavement management program from 2018 to 2022, overseeing nine separate construction contracts. The work spanned annual paving, curb ramp replacements, crack and slurry sealing, stormwater improvements, and signal upgrades, along with two capital improvement projects. Consor delivered full construction management, inspection, document control, quality assurance testing, public outreach coordination, and independent quality verification. Over the course of the program, the team helped deliver significant results, including 297 ODOT-compliant ADA curb ramps—14% of the City's total inventory—along with 58 lane miles of asphalt paving, 63 lane miles of slurry sealing across more than 100 streets, and the replacement of 280 stormwater catch basins. At peak production, a Consor construction inspection team of more than six inspectors worked day and night shifts. **WORK QUALITY:** Due to the program's success, Consor was directly appointed annual paving design and construction services in 2024 and 2025, and was also selected to deliver the next five-year paving program (planning, design, and CM services) through 2030.

REFERENCE: Stefan Broadus, PE, Program Manager, 503.635.0267, sbroadus@ci.oswego.or.us

KEY STAFF: Jay Hedberg, Andrew Giesy, Nicholas Hannan, Angel Castro, Brett Hardt, Andrew Schroepe



City of Milwaukie On-Call Construction Inspection | City of Milwaukie, OR

Consor augmented the City of Milwaukie's project team by providing certified inspection staff for multiple roadway improvement projects between 2022 and 2025. Services included a lead construction inspector for the 42nd Ave/43rd Ave SAFE/SSMP Improvements Project, ODOT-certified paving inspectors for grind and inlay and slurry seal projects, and an ODOT-certified ADA inspector for the Washington Street Area Improvements Project. These projects included curb and gutter, concrete driveways, ADA ramps, porous asphalt pathways, storm and sanitary sewer facilities, landscaping, utility adjustments, and asphalt paving. **WORK QUALITY:** Consor confirmed high work quality through consistent field presence, completion of detailed daily progress reports with photo documentation, and accurate quantity tracking to support verification of contractor pay estimates. Our certified inspectors independently verified paving and ADA compliance, including confirmation of 42 completed curb ramps, supporting safe, compliant construction and reducing the risk of rework or disputes.

REFERENCE: Jen Garbely, PE, City Engineer, 503.786.7534, garbelyj@milwaukieoregon.gov

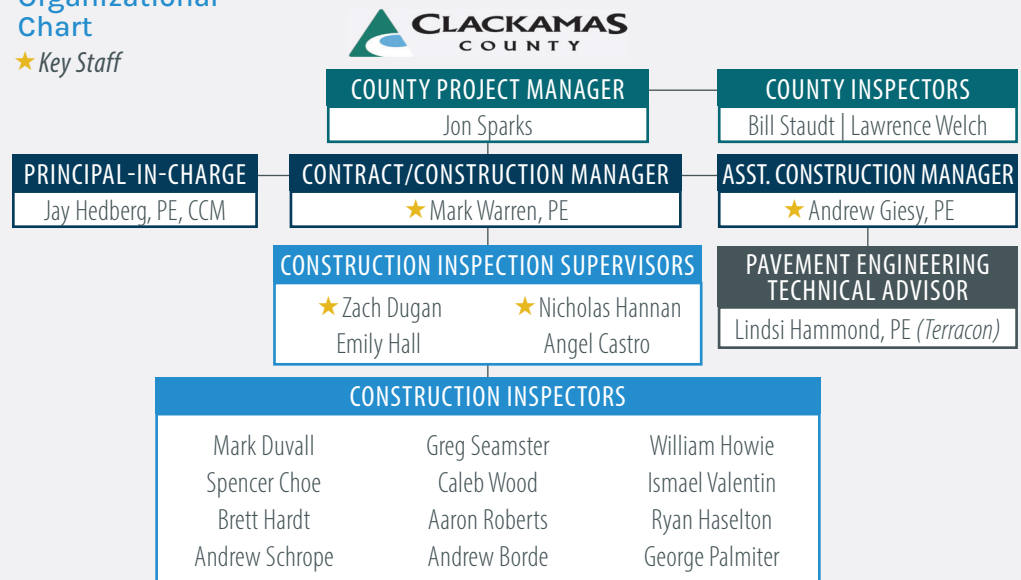
KEY STAFF: Jay Hedberg, Andrew Schroepe, Mark Duvall, Brett Hardt, Mark Damon, Andrew Borde

KEY STAFF

Our proposed key staff have all worked together for years on annual paving projects just like the County's. The following bios demonstrate our comprehensive expertise and cohesiveness on these projects, which will translate to efficient and successful delivery. Mark Warren will leverage more than six years of experience working with the County's pavement management program to manage the overall inspection team. Andrew Giesy's experience delivering pavement rehabilitation designs for the County since 2022 will connect Consor's deep bench of design personnel, providing added flexibility and technical support. Zach Dugan and Nicholas Hannan will draw on their County-based construction inspection experience to supervise our inspectors and deliver consistent, high-quality support to the County over the next three years.

Organizational Chart

★ Key Staff



MARK WARREN, PE | Contract Manager / Construction Manager

YEARS OF EXPERIENCE: 30 | **EDUCATION:** BS, Civil Engineering, Washington State University | **REGISTRATION:** PE – OR, WA

Unique Qualifications

- » Construction management
- » Pavement management
- » Street improvements
- » Material testing

Responsibilities: Mark will continue to lead our team as he has since 2013 and serve as the primary point of contact for the County. At the start of a project, he will meet with County staff to understand your needs, assign staff, and develop our scope and fee. During construction, he will monitor staffing needs, review monthly invoices and review our budget and 'burn rate.' Any potential changes to our fee will be discussed with County staff and noted in our progress report submitted with our invoice.

Similar Project Experience

- » 2019-2025 Pavement Maintenance Program, Clackamas County, OR
- » Pioneer Street Widening, City of Ridgefield, WA
- » TriMet Staff Augmentation, Portland Metro, OR
- » CM/I On-Call, City of Vancouver, WA



ANDREW GIESY, PE | Assistant Construction Manager

YEARS OF EXPERIENCE: 21 | **EDUCATION:** BS, Civil Engineering, Portland State University | **REGISTRATION:** PE – OR

Unique Qualifications

- » Construction management
- » Pavement management
- » Planning, design, & inspection
- » Asphalt quality assurance

Responsibilities: Andrew provides Mark with technical and leadership support that delivers direct value to the County. With experience managing the County's paving project design since 2022 and local agency pavement maintenance projects since 2013, he will support the team by applying practical, constructible solutions to field challenges, and coordinating Consor's design staff to supplement inspection support when workloads or project needs increase.

Similar Project Experience

- » 2022-2026 Paving Projects, Clackamas County, OR
- » 2025 Pavement Maintenance Program (construction), Clackamas County, OR
- » 2018-2030 Pavement Management Program, City of Lake Oswego
- » 2022 SE Cypress Street Improvements, City of Hillsboro, OR



ZACH DUGAN | Construction Inspection Supervisor

YEARS OF EXPERIENCE: 4 | **EDUCATION:** BA, Chemistry, Western Washington University

Certifications: ODOT General Inspector, ACP, Curb Ramp, Signal, Drilled Shaft, Bridge (51721)

Unique Qualifications

- » Specific County inspection experience
- » Construction inspection

Responsibilities: Working directly with Mark and Andrew, Zach will lead day-to-day inspection activities, coordinating inspector assignments, tracking quantities and payments, and confirming consistent application of County processes, preferences, and expectations through hands-on training. Drawing on his County-specific inspection experience gained since 2021, he will guide the inspection team in applying standards, resolving field issues, and maintaining consistency across projects.

Similar Project Experience

- » 2024 Pavement Maintenance Program (inspector), Clackamas County, OR
- » Forth Plan Blvd. Curb Ramps, City of Vancouver, WA
- » South Royle Rd.: S. 15th St. to S. 5th Way, City of Ridgefield, WA
- » Pioneer Street Widening, City of Ridgefield, WA
- » CM/I On-Call, Port of Vancouver, WA



NICHOLAS HANNAN | Construction Inspection Supervisor

YEARS OF EXPERIENCE: 8 | **EDUCATION:** BS, Civil Engineering, Oregon State University

Certifications: ODOT General Inspector, ACP, Curb Ramp (50436)

Unique Qualifications

- » Specific County inspection experience
- » Construction inspection
- » Pavement management

Responsibilities: As one of Consor's local agency pavement management and ADA go-to designers and inspectors, Nicholas provides Zach and Mark with added capacity through design staff availability. Like Zach, he will lead day-to-day inspection activities by coordinating inspector assignments, tracking measurement and payment, training inspectors on County processes, preferences, and expectations, and reviewing look-ahead schedules to anticipate additional inspection support needs.

Similar Project Experience

- » 2023-2025 Pavement Maintenance Program, Clackamas County, OR
- » 2018-2022 Pavement Management Program (designer and inspector), City of Lake Oswego, OR
- » 2026 Roadway Reconstruction Project, City of Oregon City

ADDITIONAL TEAM RESOURCES

In addition to our key team members, Consor offers a broad range of expertise through a diverse group of professionals, allowing us to quickly and effectively respond to on-call assignments. With access to a large pool of available inspectors and design staff, and the oversight from Mark and the proposed inspection team, we are well-equipped to adjust to the County's annual construction schedules and paving/chip/slurry project needs to deliver timely and well-executed solutions to meet the County's needs. This flexibility and depth of resources allows us to maintain a high level of responsiveness and adaptability to serve the County for the next three years. To meet your need, the table below summarizes our expanded inspection team and their respective potential inspection role. Our team is further strengthened by Lindsi Hammond, our pavement engineering technical advisor, and the Terracon inspection team, who can provide additional local inspection support if needed. Lindsi can support the County with calibration verification, mix design review, and the resolution of challenges related to laydown, compaction, and overall quality.

NAME	POTENTIAL INSPECTION ROLE	YRS OF EXP.	SIMILAR PROJECT EXPERIENCE				
			Pavement Rehabilitation	Slurry Seal	Chip Seal	ADA-Compliant Curb Ramps	Signal Modification (Push Buttons)
Lindsi Hammond, PE*	Pavement Engineering Technical Advisor	18	✓	✓	✓		
Emily Hall	Inspection Supervisor	18	✓			✓	✓
Angel Castro	Inspection Supervisor	11	✓		✓	✓	✓
Spencer Choe	Inspector	5	✓	✓	✓	✓	✓
Brett Hardt	Inspector	38	✓	✓	✓	✓	✓
Andrew Schrope	Inspector	10	✓			✓	✓
Greg Seamster	Inspector	28	✓	✓	✓	✓	✓
Caleb Wood	Inspector	8	✓	✓		✓	✓
Aaron Roberts	Inspector	8	✓			✓	
Andrew Borde	Inspector	3	✓	✓			
William Howie	Inspector	1	✓				
Ismael Valentin	Inspector	2	✓				
Ryan Haselton	Inspector	4	✓				
George Palmiter	Inspector	5	✓		✓		
Fernando Medrano	Inspector	2	✓			✓	✓
Grant Hudkins	Inspector	50	✓	✓	✓	✓	✓
Jared Souza	Inspector	3	✓			✓	✓
Shafi Zieg	Inspector	8	✓			✓	✓
Josh Wood	Inspector	3	✓			✓	✓
Mark Damon	Inspector	40	✓			✓	✓
Mark Duvall	Inspector	10	✓	✓		✓	✓
Dylan DeGeneres	Inspector	5	✓			✓	✓
Tom Garner	Inspector	34	✓	✓	✓	✓	✓
Henry Lugo	Inspector	5	✓			✓	✓
Ryan Leavitt	Inspector	3	✓		✓	✓	✓
Ethan Maharas	Inspector	1	✓				
Brianna Yu	Inspector	1	✓	✓			
Elise Galea	Inspector	3	✓				
David Covey	Inspector	13	✓				
Lindy Burleigh	Inspector	1	✓				
Anthony Quinn	Inspector	10	✓				
Jake Becker*	Inspector	7	✓				
Daniel Huffaker*	Inspector	19	✓				
Max Orduno*	Inspector	8	✓				
Paul Watkins*	Inspector	27	✓				

*Terracon

PROJECT UNDERSTANDING

As part of the County’s pavement management program over the next three years, the County requires a qualified on-call consultant CESI team with the technical expertise, staffing capacity, and collaborative approach to deliver pavement resurfacing projects efficiently. If selected, we understand this is a task-order–driven, as-needed on-call contract. Anticipated work includes asphalt paving projects with curb ramp retrofits and pavement preservation surface seal treatments on urban and rural County roads ranging from Mt. Hood to Lake Oswego. The County may have multiple short duration paving and sealing projects under construction each year, often delivered by different contractors. These projects typically require primary and secondary inspection support for periods of several weeks. We also recognize construction schedules frequently shift due to factors outside of the County’s control, meaning a consultant team and construction manager must be capable of tracking, monitoring, and adjusting inspection resources to meet evolving project needs.

Conсор has provided construction inspection services for the County’s paving and sealing projects since 2019 and understands the County’s expectations for responsiveness, flexibility, and consistent staffing. Our approach begins with open communication between the County and our contract/construction manager, Mark Warren, to establish task order assumptions, scope, and expectations. Mark will then coordinate an initial meeting with the County construction team and assigned Conсор staff to align on key items such as plan and specification handoff, quantity tracking, inspector daily reports, electronic documentation management, photo documentation, and County points of contact. By collaborating early and maintaining alignment throughout each task order, our inspection staff will function seamlessly as an extension of County staff. This approach has been successfully applied on the County’s annual paving projects, where Conсор has provided construction management, inspection supervisors, and lead and secondary inspectors, as described in *Section 5.3* along with additional recent County paving and sealing assignments.

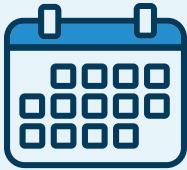
PROJECT REQUIREMENTS & ABILITY TO DELIVER ON SCHEDULE & WITHIN BUDGET

Maintaining schedules across the County’s pavement program relies on staffing depth and active program-level management. Conсор’s primary strength is our ability to scale inspection resources quickly while maintaining consistent supervision and County processes. Our deep bench of locally available inspection and design engineering staff allows us to respond to overlapping task orders, compressed construction windows, and shifting contractor schedules without creating inspection gaps or delays.

Mark Warren and Andrew Giesy provide continuous oversight focused on both schedule and consultant contract budget control. They work with County staff to establish task order staffing assumptions and actively track inspection effort, staffing levels, and progress throughout construction. This approach allows us to identify potential workload or budget issues early and address them proactively. The specific staffing, tracking, and coordination processes used to manage schedules and consultant budgets are described further in the *Key Issues* to the right.

KEY ISSUES

Successful delivery of County paving and pavement resurfacing projects requires proactive identification of potential risks and clear strategies to address them during construction. Based on our experience inspecting and designing paving and sealing projects, we have identified the following key issues that can affect schedule, budget, and pavement performance, along with our proposed solutions for managing these challenges effectively.

KEY ISSUE	PROPOSED SOLUTION
Reporting and Communication with County Project Manager 	Consistent and Proactive Communication: Conсор will participate in weekly construction meetings and maintain ongoing communication with the County project manager on field conditions, schedule adjustments, public outreach coordination, traffic control, erosion control, and emerging construction issues. Our team’s collaborative approach emphasizes proactive communication to support efficient project delivery. Mark Warren will serve as construction manager and remain actively engaged throughout construction, providing consistent check-ins and supporting adherence to agreed-upon schedules and timelines.
Inspection Coordination and Capacity 	Flexible and Scalable Staffing Approach: Conсор maintains a Portland Metro–based team of more than 50 experienced construction managers and inspectors. This allows us to staff peak construction periods and adapt to overlapping schedules, unexpected absences, or planned leave without disruption. If an unanticipated staffing gap occurs, we can supplement coverage with support from our local design team, which includes 14 staff who can also provide inspection services. This staffing approach supports continuity, responsiveness, and consistent inspection coverage throughout construction.
Risk Based Pavement Design Application During Construction 	Training Focused, Experience-Driven Implementation: Our team brings long-standing experience with risk-based pavement strategies, having inspected pavement projects throughout the metro area since 2013, and designed County pavement projects using a risk-based pavement treatment toolbox approach since 2022. Leveraging this combined inspection and design experience, we will provide targeted preconstruction training to construction personnel focused on identifying field conditions and risk indicators that may warrant toolbox treatments not shown on the plans. Training will emphasize recognizing subgrade and pavement performance factors observed during construction that could affect pavement longevity, helping reduce the risk of premature failure and support long-term service life.

ANNUAL TASK, RESOURCE, & TIMELINE MATRIX

Efficient construction inspection begins with a scope of work honed from years of similar inspection projects by our team for the County, including our most recent pavement rehabilitation design and inspection projects in the Mount Talbert neighborhood and along Canby-Marquam Highway in 2025. For each project, we have utilized lessons learned from County staff and our Consor in-spec team to adapt and improve on the delivery program for the successive year. We will leverage these prior scopes to clarify roles/expectations, immediately develop a contract meeting County expectations, and begin work as soon as notice-to-proceed is received. We will meet with County staff to confirm overall needs, cost controls, savings, and timing by providing services only where they are needed.

Our team has a clear understanding of the County's paving and pavement preservation project requirements, recognizing that successful delivery depends on disciplined task sequencing, early risk identification, and efficient resource allocation throughout task order development, preconstruction, and construction support phases. We approach these projects with a practical, construction informed mindset based on our experience designing and inspecting pavement maintenance projects since 2013, allowing us to align scope, schedule, and staffing early, anticipate key decision points, and maintain effective schedule and budget control throughout the project lifecycle.

The County's pavement resurfacing and preservation work is delivered through multiple task orders each construction season, often involving short-duration projects with overlapping schedules, multiple contractors, and dynamic sequencing. Our approach reflects this reality. Rather than a fixed three-year schedule, the matrix to the right illustrates a typical annual delivery cycle that is repeated and refined for each task order based on project type, contractor approach, and County priorities. It is based on our 2025 inspection scope of work that covered five separate paving inspection contracts with the County. This framework has been successfully applied on the County's annual paving and sealing programs since 2019 and allows our team to proactively align staffing, anticipate resource needs, and maintain consistency across multiple concurrent assignments

INCORPORATING STAKEHOLDER FEEDBACK

Project stakeholders include the County, the traveling public, adjacent property owners, emergency responders, TriMet, school district transportation providers, and neighboring jurisdictions. On paving and sealing projects, traffic impacts are typically the most significant coordination challenge during construction. Consor's inspection staff support the County's established outreach efforts by providing timely, accurate field information.

Consor intentionally prepares and coaches inspectors to serve as effective on-site representatives of the County. Prior to construction, inspectors are briefed on project limits, schedules, anticipated traffic impacts, approved detour and access plans, and County communication protocols. Inspectors are trained on how to engage respectfully with the public, identify stakeholder concerns, and distinguish between questions that can be addressed in the field and issues that require County coordination. This approach equips inspectors with clear expectations, accurate information, and appropriate authority to respond consistently and professionally. Inspectors coordinate closely with County staff, contractors, and public information teams to support construction notifications, respond to stakeholder questions, and assist with coordination for lane closures, night work, or restricted access. Drawing on experience from similar projects throughout Clackamas County and across Oregon, our inspection team identifies issues early, escalates concerns efficiently when needed, and supports clear, consistent communication. This proactive engagement helps minimize public impacts while maintaining safe, compliant, and efficient construction operations.

TASK NAME	OVERALL PROJECT RESOURCES	ANNUAL CYCLE											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Task Order Development	5%												
Scoping meeting with County PM, task order development and NTP													
Task 1 - Project Management and Coordination	5%												
PAVING PROJECT - A													
Manage consultant team and coordination with County													
Conduct internal/external inspector coordination meetings													
Attend preconstruction meeting													
Submit monthly progress reports and invoices													
PAVING PROJECT - B													
Manage consultant team and coordination with County													
Conduct internal/external inspector coordination meetings													
Attend preconstruction meeting													
Submit monthly progress reports and invoices													
CHIP SEAL PROJECT - C													
Manage consultant team and coordination with County													
Conduct internal/external inspector coordination meetings													
Attend preconstruction meeting													
Submit monthly progress reports and invoices													
Task 2 - Construction Engineering Support Services	10%												
PAVING PROJECT - A													
Review project submittals													
Support County with field issues													
PAVING PROJECT - B													
Review project submittals													
Support County with field issues													
CHIP SEAL PROJECT - C													
Review project submittals													
Support County with field issues (mix, calibration, etc.)													
Task 3 - Construction Inspection Services	80%												
PAVING PROJECT - A													
Routine communication with County PM													
On-site inspection during active construction													
On-site supervisor check-in with inspector													
Daily general progress reports and photographs													
Measure daily contract bid items submit quantity verification forms													
Punch list and substantial completion walk-thru and follow-up													
PAVING PROJECT - B													
Routine communication with County PM													
On-site inspection during active construction													
On-site supervisor check-in with inspector													
Daily general progress reports and photographs													
Measure daily contract bid items submit quantity verification forms													
Punch list and substantial completion walk-thru and follow-up													
CHIP SEAL PROJECT - C													
Routine communication with County PM													
On-site inspection during active construction													
On-site supervisor check-in with inspector													
Daily general progress reports and photographs													
Measure daily contract bid items submit quantity verification forms													
Punch list and substantial completion walk-thru and follow-up													

Project A

Project B

Project C

Project milestone

Project milestone

Project milestone

5.5 Communication and Availability

ONGOING PROJECTS & AVAILABILITY OF KEY STAFF

Our robust Oregon and Southwest Washington inspection and design group can respond quickly to any of your project needs, even on limited notice. Led by Mark Warren, our inspection staff can rapidly mobilize to support extended shifts, night work, and weekend operations, and many are available to assist County resurfacing projects on either a part-time or full-time basis as desired. Mark will coordinate directly with the County each year to define resurfacing inspection needs, confirm staff availability, and prepare task orders for County execution prior to construction.

The table below summarizes our key staff, anticipated availability to the County during the 2026 construction season, and their current project assignments.

TEAM AVAILABILITY					
Proposed Key Staff	2026 Availability to Clackamas County During Construction				Current Ongoing Projects
	Jun	Jul	Aug	Sep	
Mark Warren, PE <i>Contract/Construction Manager</i>	25%	25%	25%	25%	» Birdshill/Fielding Neighborhood Paving Project CESI; Clackamas County, OR » 4th Street - Cedar Ave to Highland Ave CESI; City of La Center, WA » Hazel Street Railroad Grade Separation CESI; City of Kelso, WA
Andrew Giesy, PE <i>Assistant Construction Manager</i>	50%	50%	50%	50%	» Sunnyside Rd & 142nd Ave Paving Project; Clackamas County » 2026-2030 Pavement Management Program; City of Lake Oswego » Birdshill/Fielding Neighborhood Paving Project CESI; Clackamas County » 2nd Ave Reconstruction Project; City of Hillsboro
Zach Dugan <i>Construction Inspection Supervisor</i>	35%	35%	35%	35%	» Renaissance Trail Project (Phases 4 and 5) CESI; Port of Vancouver, WA » Berth 5 Maintenance Project CESI; Port of Vancouver, WA
Nicholas Hannan <i>Construction Inspection Supervisor</i>	40%	40%	40%	40%	» 2026-2030 Pavement Management Program; City of Lake Oswego » Birdshill/Fielding Neighborhood Paving Project CESI; Clackamas County » Johnson Cr Blvd Paving Project CESI; Clackamas County » Thompson Rd: Saltzman to Marcotte; Washington County » 2026 PMUF Project CESI; City of Oregon City

RESOURCES AVAILABLE TO PERFORM WORK

Conсор provides Clackamas County with deep local staffing capacity and scalable resources to support the on-call pavement resurfacing and preservation program throughout the 2026–2028 contract term. Our Portland Metro construction management and inspection team, described in Section 5.3, are based in Portland, Salem, and Vancouver, allowing rapid deployment throughout the County with minimal travel time.

While many staff have assigned projects during the 2026 construction season, even partial availability across this group provides meaningful on-call capacity. Conservatively assuming an average of approximately 20% availability across construction management and design staff, Conсор can provide the equivalent of roughly 12 full-time inspectors during peak construction months. This staffing depth allows inspection coverage to be scaled efficiently without over-reliance on any single individual and adjusted as schedules shift due to weather, contractor availability, or overlapping projects.

All inspection staff operate under the direct oversight of Mark Warren and Andrew Giesy, supported by inspection supervisors Zach Dugan, Emily Hall, Nicholas Hannan, and Angel Castro. This management structure allows for consistent quality control, timely documentation, and alignment with County processes across all task orders. In addition to inspection personnel, Conсор offers local technical support from engineers with experience designing County pavement projects since 2022, supporting constructability discussions, efficient resolution of field issues, and supplemental inspection coverage when authorized by the County. Looking ahead, staff availability is expected to increase in 2027 and 2028, and Conсор will proactively work with the County to identify staffing needs early and reserve resources in advance if desired.



Integrated Design and Construction Resources

Conсор’s resources extend beyond inspection staffing to include readily available construction management and pavement design professionals who support County projects from planning through construction. As part of this integrated approach, Conсор’s construction management and inspection leadership participate in on-site walks with County staff during the design and preconstruction phases to evaluate pavement conditions, discuss rehabilitation strategies, and identify constructability and inspection considerations early. This coordination allows us to anticipate staffing needs, sequencing challenges, and potential risks well in advance of paving operations, providing the County with continuity and a team that is immediately prepared to support construction as projects transition from design to delivery.

INCORPORATING COUNTY CONCERNS

Based on ongoing coordination with County staff and lessons learned from annual paving and preservation work since 2019, Consor has consistently addressed the following recurring program-level considerations:

- » **Overlapping Construction Contracts and Compressed Schedules:** Consor has supported concurrent paving and sealing contracts by actively coordinating inspection staffing across task orders, adjusting coverage as schedules shift, and maintaining consistent supervision to avoid inspection gaps during peak construction windows.
- » **Inspector and Designer Staffing Roles and Billing Classifications:** In response to County feedback, Consor is working to refine its approach to aligning inspection roles, experience levels, and designer/inspector billing classifications. Primary inspection responsibilities are assigned to inspectors or designers with experience or formal ODOT training, while other staff may support inspection activities such as documentation, quantity tracking, and secondary coverage under direct supervision. Staffing roles and applicable designer/inspector billing classifications will be coordinated with the County during task order development to discuss appropriate rate application, and consistency with County expectations.
- » **Budget Sensitivity and Scope Creep (Consultant Contract):** Through active monitoring of inspection effort and regular coordination with County staff, Consor identifies potential scope or workload changes early and discusses options before additional costs are incurred, supporting consultant contract cost control.
- » **Traffic Control Coordination and Public Impacts:** Inspection staff verify traffic control compliance daily and coordinate closely with County staff and contractors when sequencing, lane closures, or access conditions change, helping minimize impacts to the traveling public.
- » **Contractor Sequencing Changes and Weather Impacts:** When contractor schedules shift due to weather or operational needs, Consor adjusts inspection assignments promptly and coordinates revised coverage plans with the County to maintain continuity.
- » **Consistency in Documentation and Pay Quantity Verification:** Consor uses standardized County and ODOT documentation practices, including daily reports and quantity verification, to support accurate pay estimates and transparent decision-making.
- » **Clear Communication and Escalation of Issues:** Inspection supervisors serve as direct points of contact for County staff, confirming field issues are communicated promptly, options are clearly presented, and agreed-upon direction is documented. Field inspectors know to contact the County directly with any questions regarding the contract documents, and for time-sensitive decisions to avoid delays.

ACCESSIBILITY FOR INTERACTIONS WITH THE COUNTY

Consor's downtown Portland office is approximately 20 minutes from the County offices, enabling Mark, Andrew, or our inspector supervisors to respond quickly for in-person meetings when short-notice coordination is needed. For straightforward communications, we use a myriad of efficient communication tools such as an internet-based phone system linked to cell phones, full remote access from home for each employee to all electronic programs and files, and virtual meeting options we use everyday including Microsoft Teams. Beginning at project kickoff, we leverage our local presence and communication tools to support a responsive, redundant approach, clearly defining communication protocols and back-up resources so support is always available to you.

ABILITY TO ESTABLISH & MAINTAIN EFFECTIVE WORKING RELATIONSHIPS

Serving the County for this three-year on-call inspection assignment will require a trusted team with a proven ability to communicate with County staff to address construction needs when they arise. To demonstrate our long-term commitment, Consor has been working with various County staff and departments since 2005 delivering dozens of projects through a variety of services, many of which have included paving, sealing, and ADA-related improvements. Mark, Jay, and Andrew, in particular, have enjoyed nearly a decade of consistent service for the County. We attribute much of this history to proactively establishing regular check-ins with County staff to confirm expectations are met and making adjustments when needed. This includes promptly notifying the County of potential scope creep and budget impacts. Our team has established strong working relationships with County staff, building the trust needed to deliver this resurfacing project on schedule while seamlessly supporting your team.

In addition to routine communication, Consor places a strong emphasis on anticipating County concerns before they escalate into construction impacts. Drawing on our familiarity with how the County delivers paving and preservation work, our team proactively monitors contractor sequencing, inspection staffing levels, and budget burn rates, and flags potential issues early. This approach has helped the County navigate overlapping paving and sealing contracts, weather-driven schedule shifts, and evolving ADA sequencing needs without losing momentum during critical construction windows. By consistently listening to County feedback, adjusting our approach, and documenting agreed-upon direction, we help align day-to-day inspection decisions with County priorities and reinforce trust throughout the three-year on-call program.



PROOF

During the County's annual paving and sealing programs, Consor has routinely supported overlapping construction contracts by maintaining active communication with County staff across multiple projects simultaneously. For example, when inspection coverage or sequencing adjustments were required due to contractor schedule shifts or weather constraints, Consor adjusted staffing assignments within 24 hours and coordinated directly with County staff to confirm revised inspection coverage. This responsiveness has enabled the County to maintain momentum across its pavement program without delays caused by inspection resource gaps or communication breakdowns.

Consor formalizes accessibility expectations at project kickoff by establishing clear communication protocols, primary and backup contacts, and response expectations for both routine and urgent issues. This structured yet flexible approach, combined with our demonstrated local availability, allows Consor to function effectively as an extension of County staff and confirms that County personnel have consistent, reliable access to inspection leadership throughout delivery of the resurfacing and preservation program.

5.6 Supportive Information

The Consor team brings leaders in the construction management and inspection field. We will leverage this experience to put the finishing touches on your project, building high-quality, cost-effective infrastructure.



The following information is a compilation of Consor's experience specifically for paving inspection projects similar to the County's 2026-2028 on-call inspection project. This information is intended to serve as additional proof of our capabilities and support our proposed approach to serve the County.

CONSTRUCTION INSPECTION TASKS AND COUNTY DELIVERABLES

Expanding on the scope tasks identified by the County in the RFP, this table illustrates a high-level overview of key project inspection activities, demonstrating the many tasks our team provides and the deliverables that often accompany them. These general activities and deliverables will be modified to match the agreed upon scope language for each specific task order assignment.

SAMPLE CONSTRUCTION MANAGEMENT/INSPECTION TASKS & DELIVERABLES	
Examples of Typical Daily Activities	Example Deliverables
Daily coordination between contractor and County	Daily reports on Inspector's Daily Report form
Monitor overall project budget	Monthly budget reviews with schedule updates
Monitor construction schedule	Review of daily schedules and three-week look ahead schedules
Monitor on-site work as dictated by the contractor's schedule and County's needs	Daily inspection report, material tracking sheets, measurements, and calculations
Perform contractor and subcontractor labor compliance monitoring and any condition of awards	Certified payroll review, tracking of daily contractor and subcontractor forces on a monthly calendar, employee wage rate interviews, and DBE participation monitoring
Review of shop drawings, submittals, RFIs, and coordinate with the EOR	Updated ROM, submittal, RAM, and RFI logs, available to County and EOR at all times
Monitor traffic control and site safety	Traffic control inspection reports
Maintain updated photo log available for viewing when requested	Photo log and narrative of construction activities and private property protection and restoration
Environmental, erosion control, and permit monitoring, as well as completion of required forms	EC monitoring reports
Daily tracking of material quantities installed	Paynotes and quantity measurements (QV) to be used for contractor payments
Work with County and design engineer to identify and resolve design issues	Daily reports noting any field changes
Document items in non-conformance and take necessary corrective actions with contractor and County	Notice of Non-Conformance Reports (NCR)
Lead weekly project meetings	Meeting minutes to all meeting participants
Work with contractor to develop monthly progress estimates	Draft progress estimate to County first week of each month
Track force account work and review with County for approval	Daily force account tracking sheets
Maintain red-line copy of as-built drawings	Field set of as-built mark-ups

Our ODOT-certified construction inspectors have the relevant experience to verify compliance and document material quality and quantity according to a standardized process. We utilize County forms to record daily inspections, quantity verification (QV) for asphalt tonnage, ADA ramp inspections, paynotes, and non-conformance reports (NCR). These documents will be available on Consor's SharePoint site within a day of the work shift being documented, and any time-sensitive information will be relayed to the County immediately. Mark Warren will communicate with our inspection team to provide quality assurance and confirm the timeliness of all deliverables.

ADDITIONAL PROJECT EXPERIENCE

In addition to the previously highlighted projects, our firm and local team members have participated in many relevant pavement resurfacing projects that demonstrate our depth and experience in construction management and inspection. The table below illustrates this experience and offers proof of our long history of providing similar services throughout the region.

Over a decade of Consor-led expertise in Oregon pavement management

PROJECT NAME & LOCATION	PROJECT ELEMENTS				
	Five-Year Pavement Planning	Efficient PS&E Delivery	Curb Ramp Design	Risk- Based Pavement Design	CM & Inspection
2026 Paving Projects (Bonita, River, Marquam, Clayson Area, Bakers Ferry, and Beaver Creek Woods); Clackamas County		★	★	★	TBD
Canby-Marquam Hwy (2025); Clackamas County		★	★	★	★
Wildcat Mountain (2025); Clackamas County					★
Birdhill-Fielding Paving Project (2025/2026); Clackamas County		★	★	★	TBD
Thiessen Paving (2025/2026); Clackamas County					TBD
2024 Paving Projects (Fischers Mill, Territory/Haines, Overland, and Thompson); Clackamas County		★	★	★	★
West Clackamas Paving Project (2023); Clackamas County		★	★	★	★
Pilkington Neighborhood Paving Project (2023); Clackamas County		★	★	★	★
2023 & 2024 Chip Seal Packages (Eagle Creek, Wilsonville, and Redland); Clackamas County					★
Paving Packages, Sunnyside Rd, Boyer/King Area, and McLoughlin Neighborhood (2022); Clackamas County		★	★	★	★
SE Cypress St Improvements (2022); City of Hillsboro		★	★	★	★
Pavement Management Program: (2012-2014, 2018, 2022, 2026); Oregon City	★	★	★	★	★
Pavement Management Program – Paving & Slurry Seal (2018-2030); Lake Oswego	★	★	★	★	★
Pavement Management Program – Paving & Slurry Seal (2013-2018); Tigard		★	★	★	★
Pavement Management Program (2015-2019); Roseburg	★	★	★	★	★
Street Improvement and Repair Bond Projects (2017 & 2018); McMinnville		★	★	★	
Street Preservation Program (2017-2019); Bend		★	★	★	
Street Maintenance Construction Support (2019, 2021 and 2022); Wilsonville					★
OR212: Rock Creek to US26; ODOT R1		★	★		★
OR224: SE 17th Ave to Rusk Rd; ODOT R1		★	★		★
OR213: NE Glisan to SE Lindy Rd; ODOT R1		★	★		★



PAVING THE WAY: CONSOR BY THE NUMBERS

 **300+** TRANSPORTATION PROJECTS
IN THE LAST **20 YEARS**

Annual paving projects designed by Consor for Clackamas County, Lake Oswego, Oregon City, Tigard, Bend, & Roseburg since 2013:

 **24** Annual Paving Projects

125+ Miles of Streets Rehabilitated 

 **175,000+** Tons of Asphalt Placed

\$32M+ in Paving Construction 

PAVEMENT MANAGEMENT DELIVERY LEAD FOR

7 OREGON AGENCIES



ACTIVE PARTICIPATION IN THE Northwest Pavement Management &

International Slurry Surfacing Associations

Construction Management Team

- 11** Construction Managers
- 34** ODOT-Certified General Inspectors
- 22** ODOT-Certified ACP Inspectors
- 16** ODOT-Certified Traffic Signal Inspectors
- 18** ODOT-Certified ADA Inspectors
- 21** Certified Erosion & Sediment Control Leads



2026 SCHEDULE OF CHARGES

Personnel:

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

Billing Classifications	2026 Rates	Billing Classifications	2026 Rates
Principal Engineer VI	\$373	Construction Manager X	\$322
Principal Engineer V	\$348	Construction Manager IX	\$301
Principal Engineer IV	\$330	Construction Manager VIII	\$284
Principal Engineer III	\$309	Construction Manager VII	\$275
Principal Engineer II	\$293	Construction Manager VI	\$255
Principal Engineer I	\$279	Construction Manager V	\$235
Professional Engineer IX	\$273	Construction Manager IV	\$222
Engineering Designer IX	\$268	Construction Manager III	\$203
Professional Engineer VIII	\$265	Construction Manager II	\$187
Engineering Designer VIII	\$252	Construction Manager I	\$167
Professional Engineer VII	\$250	Construction Coordinator V	\$216
Engineering Designer VII	\$242	Construction Coordinator IV	\$196
Professional Engineer VI	\$238	Construction Coordinator III	\$182
Engineering Designer VI	\$229	Construction Coordinator II	\$163
Professional Engineer V	\$225	Construction Coordinator I	\$145
Engineering Designer V	\$215	Construction Admin Specialist IV	\$194
Professional Engineer IV	\$212	Construction Admin Specialist III	\$174
Engineering Designer IV	\$210	Construction Admin Specialist II	\$151
Professional Engineer III	\$205	Construction Admin Specialist I	\$128
Engineering Designer III	\$203	Inspector VII	\$235
Engineering Designer II	\$187	Inspector VI	\$216
Engineering Designer I	\$173	Inspector V	\$196
Principal III	\$377	Inspector IV	\$182
Principal II	\$330	Inspector III	\$163
Principal I	\$290	Inspector II	\$145
Project Manager V	\$288	Inspector I	\$126
Project Manager IV	\$287	Technician IV	\$204
Project Manager III	\$273	Technician III	\$183
Project Manager II	\$244	Technician II	\$159
Project Manager I	\$213	Technician I	\$134
Cost Estimator III	\$320	Project Coordinator IV	\$192
Cost Estimator II	\$256	Project Coordinator III	\$179
Cost Estimator I	\$192	Project Coordinator II	\$160
Quality Control Compliance Specialist	\$200	Project Coordinator I	\$141
Climate Scientist VI	\$307	Administrative III	\$141
Climate Scientist V	\$270	Administrative II	\$130
Climate Scientist IV	\$244	Administrative I	\$114
Climate Scientist III	\$217		
Climate Scientist II	\$200		
Climate Scientist I	\$169		

Project Expenses:

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

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
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 actual cost-plus 10 percent to cover administration and overhead.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1900 LAWRENCE STREET, SUITE 1900 DENVER, CO 80202-5534	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN144764051--GAUWP-25-26 D25362 70R.00	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: N/A INSURER C: National Fire Insurance Company INSURER D: Axis Surplus Insurance Company INSURER E: N/A INSURER F:
INSURED Conzor North America Inc. 6505 Waterford District Drive, Suite 470 Miami, FL 33126	NAIC # 20443 N/A 20478 26620 N/A

COVERAGES**CERTIFICATE NUMBER:**

SEA-004259166-01

REVISION NUMBER: 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	7095110478	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	7095132738	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	7095135476 (AOS) 7095140595 (CA)	12/31/2025 12/31/2025	12/31/2026 12/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2025 SIR: 500,000	12/31/2025	12/31/2026	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Consor Project No. D2536270R.00 - 2026-28 Clackamas County Inspection - On-Call Contract #1907

Clackamas County is included as additional insured where required by written contract with respect to general and auto liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to general and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Clackamas County
Attn: Procurement Division
2051 Kaen Road
Oregon City, OR 97045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Danisha Flowers

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED Conzor North America Inc. 6505 Waterford District Drive, Suite 470 Miami, FL 33126
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds:

AIA Engineers LLC
 American Consulting Engineers of Florida, LLC
 American Consulting Professionals of Michigan, LLC
 American Consulting Professionals, LLC
 Apex Design LLC
 Aqualyze, Inc.
 Barney & Worth, Inc.
 Cavvue, LLC
 Cavvue Michigan, LLC
 Cavvue Technology, LLC
 Cavvue Texas, LLC
 Charlotte Engineering and Surveying, LLC
 Civic Engineering and Information Technologies, LLC
 Consor Canada, ULC
 Consor Engineers, Inc.
 Consor Engineers, LLC
 Consor Engineers, LLC DBA U.S. Underwater
 Consor Engineering - NY, P.C. (formerly known as Consor Engineering and Land Surveying - NY, P.C.)
 Consor Holdings, LLC (formerly known as Target Engineering Group Holdings, LLC)
 Consor Intermediate, LLC (formerly known as Target Engineering Group Intermediate, LLC)
 Consor North America, Inc. (Formerly Murraysmith, Inc.)
 Consor North America of Michigan, LLC
 Consor Parent, Inc.
 Consor PMCM, Inc. (formerly CPM Associates, Inc.)
 Infrastructure Engineers, LLC
 Infrastructure Investment Group, LLC
 Johnson-Adams & Associates, LLC
 Murfee Engineering Co., Inc
 MurraySmith, Inc. dba Odell Engineering, LLC
 Park Engineering, Inc.
 Peterson Structural Engineers Inc.
 Project Engineering Consultants, Inc.
 Project Engineering Consultants, LLC
 Quincy Engineering Incorporated
 Structural Grace, LLC
 Target Engineering Group, LLC
 TKW Consulting Engineers LLC
 US Underwater, LLC
 Versa Infrastructure LLC



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
 - b.** Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Form No: SCA 23 500 D09 10 11
Endorsement Effective Date:
Endorsement No:
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7095132738
Policy Effective Date: 12/31/2025
Policy Page:



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

Per schedule on file with company

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7095132738

Policy Effective Date: 12/31/2025

Policy Page: of



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Consor Holdings LP.

Endorsement Effective Date: 12/31/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OF WHICH
YOU ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 7095132738

Policy Effective Date: 12/31/2025

Policy Page: of

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

30020005270363607527420



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHO OF WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US .

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: WC 7095135476

Policy Effective Date: 12/31/2025

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