



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 9, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to the Memorandum of Understanding Between the Clackamas County Development Agency and Clackamas River Water**

<b>Purpose/Outcomes</b>	This amendment outlines the roles and responsibilities during construction of a new waterline on behalf of CRW as part of the Monterey Avenue road extension
<b>Dollar Amount and Fiscal Impact</b>	CRW will reimburse the Agency fully for all costs associated with construction of the waterline. The total bid price by the contractor is \$135,559.00
<b>Funding Source</b>	Clackamas River Water
<b>Safety Impact</b>	A new waterline will allow fire hydrants to be included in the overall design.
<b>Duration</b>	The MOU and subsequent amendment will be in effect until December 31, 2015
<b>Previous Board Action</b>	The Board of County Commissioners previously approved a contract with Elting Northwest, Inc. to construct the Monterey Avenue extension improvements. The waterline construction is contained in that contract.
<b>Contact Person</b>	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

During design, Clackamas River Water (CRW) indicated a desire to extend a new waterline within the Monterey Avenue extension in order to provide better service to adjacent properties. CRW requested that our consultant, HHPR, complete the waterline design and incorporate it into the overall project plans. A Memorandum of Understanding (MOU) was executed, which outlined the roles and responsibilities of the Agency and CRW during design.

Elting Northwest, Inc. was the low bidder to construct the project. The bid was presented to CRW for review and they have accepted the waterline bid pricing.

The MOU must now be amended to provide for the roles and responsibilities during construction. The Agency will manage construction and invoice CRW for all costs related to the waterline. CRW will reimburse the Agency fully for those costs.

**RECOMMENDATION**

Staff recommends the Board approve and sign Amendment No. 1 to the Memorandum of Understanding between the Development Agency and Clackamas River Water for construction of a waterline as part of the Monterey Avenue extension project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Johnson', written in a cursive style.

Dan Johnson  
Development Agency Manager

**AMENDMENT No. 1 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CLACKAMAS COUNTY DEVELOPMENT AGENCY  
AND  
CLACKAMAS RIVER WATER**

Contract # 00200-11-2014
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Clackamas County Development Agency, (AGENCY) and Clackamas River Water (CRW) executed an agreement on January 29, 2015 to provide for the basis for a cooperative working relationship for the purpose of providing waterline design and construction services under the Monterey Avenue Extension Project (the "Agreement").

It has now been determined by the parties that the Agreement should be amended to add additional recitals and to add additional rights and obligations. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Attachment A and Attachment B are hereby replaced by Exhibit A and Exhibit B, which are attached hereto.**

**Purpose, which reads:**

**I. Purpose**

This Memorandum of Understanding (the "Agreement") is entered into between Clackamas County Development Agency, (AGENCY) and Clackamas River Water (CRW). This Agreement provides the basis for a cooperative working relationship for the purpose of providing waterline design and construction services under the Monterey Avenue Extension Project.

**Shall be deleted in its entirety and replaced with the following:**

This Memorandum of Understanding (the "Agreement") is entered into between Clackamas County Development Agency, (AGENCY) and Clackamas River Water (CRW). This Agreement provides the basis for a cooperative working relationship for the purpose of providing waterline design and construction services under the Monterey Avenue Extension Project.

**I. Recitals:**

1. The AGENCY is currently in the process of designing and constructing an extension to Monterey Avenue.
2. The AGENCY has published bids for the work to complete the extension to Monterey Avenue and Harper Houf Peterson Righellis Inc. (HHPR) was awarded the contract for design and Elting Northwest, Inc.

was awarded the contract to construct the waterline improvements in conjunction with the Monterey Avenue extension project.

3. CRW provides water to its customers in Clackamas County.
4. CRW has requested that as part of the AGENCY'S extension to Monterey Avenue that the AGENCY perform certain work for CRW, which work is more specifically described in Exhibits A and B, which are attached hereto and incorporated herein. This work includes the design and installation of approximately 1300 feet of 12" diameter ductile iron waterline in S. E. Monterey Avenue.
5. In exchange for the AGENCY's performance, and for the other promises and covenants contained in this Agreement, CRW has agreed to compensate the AGENCY as provided in this Agreement.

**Cooperation, which reads:**

**II. Cooperation:**

The AGENCY agrees, as consideration for the work listed in Attachment A of this Agreement to administer the work listed therein. The AGENCY;

1. On behalf of CRW agrees to manage the design and installation of approximately 1300 feet of 12" diameter ductile iron waterline in S.E. Monterey Avenue.
2. Agrees to hire Harper Houf Peterson Righellis Inc. (HHPR) for design for the amount listed on Attachment B of this document
3. Will bill CRW within the first week following the last working day of each calendar month in which work is performed.
4. Agrees not charge CRW in excess of the amount listed in Attachment B unless an increase in Scope of work is approved in writing by CRW.

CRW agrees as consideration for the work listed in Attachment A to pay the AGENCY for those design, construction phase services, and its administrative costs incurred in performing the above services as described in Attachment A through completion. CRW agrees;

1. To reimburse the AGENCY for administrative costs the AGENCY incurs in the administration of this project. The parties hereto agree that these administrative costs shall not exceed One Thousand Dollars (\$1,000.00).
2. Agrees to pay AGENCY within 30 days of the receipt of the AGENCY'S invoice.
3. To respond in a timely manner to AGENCY'S requests to provide information or approval to the AGENCY or HHPR for purposes of fulfilling the purpose of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

**II. Cooperation:**

A. The AGENCY agrees, as consideration for the work listed in Exhibit A of this Agreement to administer the work listed therein. The AGENCY;

1. On behalf of CRW agrees to manage the design and installation of approximately 1300 feet of 12" diameter ductile iron waterline in S.E. Monterey Avenue.
2. Agrees to hire HHPR for design for the amount listed on Attachment B of this document.
3. Agrees to contract with Elting Northwest, Inc. to construct the waterline improvements in conjunction with the Monterey Avenue extension project.
4. Will bill CRW within the first week following the last working day of each calendar month in which work is performed.
5. Agrees not charge CRW in excess of the amount listed in Attachment B unless an increase in Scope of work is approved in writing by CRW.

B. CRW agrees as consideration for the work listed in Exhibits A and B to pay the AGENCY for those design, construction phase services, and its administrative costs incurred in performing the above services as described in Exhibit A through completion. CRW agrees;

1. To reimburse the AGENCY for administrative costs the AGENCY incurs in the administration of this project. The parties hereto agree that these administrative costs shall not exceed One Thousand Dollars (\$1,000.00).
2. To pay AGENCY within 30 days of the receipt of the AGENCY'S invoice.
3. To respond in a timely manner to AGENCY'S requests to provide information or approval to the AGENCY or HHPR for purposes of fulfilling the purpose of this Agreement.

**The following shall be added as Section III:**

### **III. Change Orders**

No changes shall be made without the written consent of CRW. The AGENCY and CRW may, by mutual written agreement, make changes in, additions to, or deletions from the work listed in Exhibits A and B. In the event of any change in, addition to, or deletion from the work described in Exhibits A and B, the amount owed by CRW to the AGENCY shall be equitably adjusted to compensate for the increased or decreased costs resulting from such change, addition, or deletion. If no agreement regarding changes to the work described in Exhibits A and B, or the adjustments to the amount owed by CRW to the AGENCY resulting from said changes, can be reached, either of the parties may terminate this Agreement. However, in the event that either party terminates this Agreement pursuant to this Section III, CRW shall pay to the AGENCY all costs for the work incurred by the AGENCY as of the date of such termination, plus the AGENCY'S reasonable demobilization and restoration costs incurred as a result of such termination.

**Attachments, which reads:**

### **III. Attachments**

Both parties understand and agree that Attachments A & B are incorporated and made a part of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

#### **IV. Exhibits**

Both parties understand and agree that Exhibits A & B are incorporated and made a part of this Agreement.

**Section IV shall be renumbered to Section V.**

**The following shall be added as Section VI:**

#### **VI. Termination, Default and Remedies**

A party shall be in default under this Agreement if it breaches any of its obligations set forth in this Agreement and fails to cure such breach within thirty (30) days following its receipt of written notice of the breach from the other party.

A. In the event of the AGENCY'S breach, CRW's obligation to deliver all or any portion of the payment to the AGENCY is contingent upon the character and timing of the asserted breach. CRW may terminate this Agreement and pursue any other remedies that it may have at law or equity.

B. In the event of CRW's breach, the AGENCY may terminate this Agreement and recover from CRW any costs for the work completed pursuant to this Agreement as of the date of such termination and pursue any other remedies it may have at law or equity.

C. Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

**Sections V through VIII shall be renumbered to Sections VII through X respectively.**

**The following shall be added as Sections XI through XVII:**

#### **XI. Prompt Notice**

The AGENCY and CRW each agree to give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

## **XII. Binding**

The terms, covenants and conditions contained in this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

## **XIII. No Third Parties**

The AGENCY and CRW are the only parties to this Agreement and the only entities entitled to enforce its terms.

## **XIV. No Relationship**

The AGENCY and CRW have no relationship other than that set out in this Agreement.

## **XV. Severability**

If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of its remaining provisions shall not in any way be affected or impaired.

## **XVI. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

## **XVII. Prior Agreements**

This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. All prior agreements and understandings between the parties referenced herein shall automatically terminate as of the effective date of this Agreement.

## **Term of Agreement, which reads:**

### **IX. Term of Agreement**

This Agreement becomes effective the date that it is fully executed and the work agreed to in this Agreement will be completed by December 31, 2015.

Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the

party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

**Shall be deleted in its entirety and replaced with the following:**

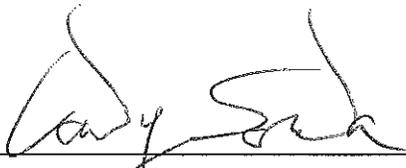
**XVIII. Term of Agreement**

This Agreement becomes effective the date that it is fully executed and shall terminate when the work described in Exhibits A and B is complete, or on December 31, 2015, whichever is sooner.

CLACKAMAS COUNTY  
DEVELOPMENT AGENCY,  
A corporate body politic

CLACKAMAS RIVER WATER

\_\_\_\_\_  
Chair: John Ludlow

  
\_\_\_\_\_  
Name: Larry Sowa  
Title: Board President

Address: 2051 Kaen Rd  
Oregon City, OR 97045

Address: 16670 SE 82<sup>nd</sup> Drive  
Clackamas, OR 97015

\_\_\_\_\_  
Date

6/11/15  
\_\_\_\_\_  
Date

## EXHIBIT A

### **Project Summary:**

Clackamas River Water District desires to have HPR, who is under contract with the Clackamas County Development Agency, design approximately 1,300 feet of 12-inch diameter ductile iron water pipeline including connections and related piping and appurtenances within the Monterey Avenue Extension Project being constructed by the Agency in 2015. Specific elements of the project will include:

- Connection to existing line in SE 82<sup>nd</sup> Avenue
- Approximately 1,300 l.f. of 12" diameter ductile iron waterline
- Connection to existing line in SE Fuller Road
- New Fire Hydrants
- Service connections for existing or future development that may take service from Monterey Avenue
- Details for waterline crossing on Phillips Creek Bridge

The project plans will be incorporated into the overall Monterey Avenue Extension bid package that is being produced by the Clackamas County Development Agency and constructed in conjunction with the overall project.

### **Scope of Design Services:**

#### ***Task 1: Base Map Preparation***

Prepare base map and drawing sheet set up for review and approval by Clackamas River Water District. Plans will be prepared to 1"=20' scale with plan and profile views for each sheet. It is anticipated that there will be the following sheets:

- Cover sheet
- Three (3) plan and profile sheets
- Bridge Crossing Detail Sheets
- Standard Detail Sheets

#### ***Task 2: Preliminary Design – 60% Plan Submittal***

Complete preliminary design of the improvements and submit to Clackamas River Water District for review.

#### ***Task 3: Review Meeting with District on 60% Review Comments***

Meet with Clackamas River Water District to review comments on the water line review comments.

#### ***Task 4: Final Plan Submittal – Bid Document Preparation***

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed.

#### ***Task 5: Prepare Project Specifications and Engineer's Estimates***

Prepare special provisions for the installation of the new water line, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2008 APWA/ODOT format for bidding with Clackamas County.

### **Scope of Construction Related Services**

#### **Task 1: Bid Solicitation**

Include the waterline construction drawings into the overall Monterey Avenue extension project bid package.

#### ***Task 2: Bidding Assistance***

Answer questions from the District Staff during the bidding process. Provide written or verbal clarification of bid items and/or plans as requested.

#### **Task 3: Waterline Construction**

Construct the new waterline in accordance with the plans and specifications that have been approved by Clackamas River Water District.

#### **Task 4: Construction Management Services**

Provide management during construction including coordination, quality assurance, quantity verification and payment processing.

#### ***Task 5: Inspection Services***

Provide inspection services for the installation of the waterline. Provide daily inspection notes (provide copies to the district on a weekly basis). It is assumed that the contractor will take 4 weeks to complete the work schedule, and that the inspector will be present 75% of this time.

#### ***Task 6: As-Built Drawings***

Complete as-built drawings of the project to reflect changes made during construction. The as-built drawings will be generated from the inspector notes (new survey will not be completed). Provide one set of mylar as-built drawings and digital Autocad and PDF Files to the Clackamas River Water District.

## EXHIBIT B

### Monterey Avenue Waterline Design - SE Fuller Road to SE 82nd Avenue

Engineering Fee Proposal

Submitted by Harper Houf Peterson Righellis Inc 

October 16, 20014

Task	Project Manager/ Engineer	Senior Civil Designer	Cadd Tech/ Inspector	Expenses	TY Linn	Total
<b>Scope of Services</b>						
Task 1: Base Map Preparation		8	4			\$1,340.00
Task 2: Preliminary Design - 60% Plan Submittal	4	16	24	\$25.00		\$4,725.00
Task 3: Review Meeting with District on 60% Review Comments	2	2		\$25.00	\$800.00	\$1,405.00
Task 4: Final Plan Submittal and Bid Document Preparation	2	16	24		\$400.00	\$4,770.00
Task 5: Prepare Project Specifications and Preliminary Cost Estimates	8	8				\$2,320.00
Task 6: Bidding Assistance	2	2				\$580.00
Task 7: Inspection Services	4		120			\$10,860.00
Task 8: As-Built Drawings	1	2	8	\$50.00		\$1,145.00
<i>Hourly Rate</i>	\$165.00	\$125.00	\$85.00			\$27,145.00

*\*Note: Expenses includes \$1,200 for TY Linn to include water line hanger details within their bridge design package.*

### Waterline Construction Costs Per Bid by Elting Northwest, Inc

Part 01100 - Water Supply Systems						
3	00210	Mobilization	LS	1	\$ 8,514.00	\$ 8,514.00
4	01140	6 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	FOOT	21	\$ 65.00	\$ 1,365.00
5	01140	8 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	FOOT	80	\$ 65.00	\$ 5,200.00
6	01140	12 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	FOOT	1,372	\$ 65.00	\$ 89,180.00
7	01140	Blowoff Assembly, 2 Inch	EACH	4	\$ 1,350.00	\$ 5,400.00
8	01140	12 Inch Connection to 12 Inch Existing Main	EACH	2	\$ 1,300.00	\$ 2,600.00
9	01150	6 Inch Gate Valve	EACH	1	\$ 950.00	\$ 950.00
10	01150	8 Inch Gate Valve	EACH	2	\$ 1,200.00	\$ 2,400.00
11	01150	12 Inch Gate Valve	EACH	3	\$ 2,400.00	\$ 7,200.00
12	01150	1 Inch Combined Air Release/Air Vacuum Valve Assembly	EACH	1	\$ 1,750.00	\$ 1,750.00
13	01160	Hydrant Assemblies	EACH	2	\$ 4,250.00	\$ 8,500.00
14	01170	1 Inch Water Service Connection	EACH	2	\$ 1,250.00	\$ 2,500.00
<b>Water Supply Systems Total</b>						<b>\$ 135,559.00</b>