



September 10, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

**APPROVAL OF INTERGOVERNMENTAL AGREEMENT
 BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND CLACKAMAS COUNTY
 FOR WORK ON THE
 TOLBERT STREET – SE 82ND DRIVE TO SE MINUTEMAN WAY PROJECT**

Purpose/Outcomes	Clackamas County Department of Transportation (DTD) is constructing a railroad overpass on Tolbert Street, which will require adjusting the finish grades on a number of existing sanitary sewer manholes. This agreement allows the DTD contractor to accomplish those adjustments on their schedule – and Clackamas County Service District No.1 (CCSD#1) will reimburse DTD for those actual costs.
Dollar Amount and Fiscal Impact	The agreement identifies the bid amounts for currently anticipated manhole adjustments as \$8,925.00 and is funded in the Clackamas County Service District #1 2015/2016 fiscal budget. If quantities increase during construction, this agreement allows for adjustments as agreed to by both DTD and CCSD#1.
Funding Source	Clackamas County Service District No.1
Safety Impact	Allows for the DTD contractor to coordinate adjusting rim elevations of existing manholes to new pavement grades – providing a smoother and safer driving surface for the public.
Duration	August 2015 through June 2016
Previous Board Action	None
Contact Person	Dewayne Kliewer, PE, Project Manager WES 503-742-4572
Project No.	437300 – Infrastructure Repair & Maintenance

BACKGROUND:

As a component of the Sunrise Corridor project, Clackamas County is constructing an overpass over the Union Pacific Railroad just east of SE Tolbert Street and SE 94th Avenue. The required changes in grades on existing adjacent streets will require adjustment of a number of existing sanitary sewer manholes belonging to Clackamas County Service District #1.

This agreement authorizes Clackamas County DTD to include that work in their construction contract and that Clackamas County Service District No. 1 will reimburse DTD for those costs when work is properly completed. This portion of the work is scheduled to be completed (and is budgeted for) in fiscal year 2015/2016.

RECOMMENDATION:

For these reasons, Staff recommends:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District #1, a county service district ("District"), and as the Local Contract Review Board, approve the Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1.

Respectfully,

A handwritten signature in black ink, appearing to read 'GL Geist', with a long horizontal flourish extending to the right.

Gregory L. Geist
WES Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and
CLACKAMAS COUNTY**

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into on this _____ day of _____, 2015, by and between Clackamas County (hereafter called "COUNTY"), acting by and through its Department of Transportation and Development, and Clackamas County Service District No. 1 ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451.

RECITALS

WHEREAS, DISTRICT entered into a master Intergovernmental Agreement with the COUNTY dated June 5, 2003 (hereafter called the "IGA") for projects involving both COUNTY and DISTRICT; and

WHEREAS, in Section 5, paragraph P, of the IGA, the COUNTY agrees to provide other services to DISTRICT in conjunction with construction and maintenance activities related to DISTRICT owned facilities; and

WHEREAS, COUNTY desires to construct the Tolbert Street Bridge Project, with improvements including roadway reconstruction and reconfiguration for a new railroad bridge overpass (hereafter called "PROJECT"); and

WHEREAS, the DISTRICT has an existing public sanitary sewer system within the County's Right-of-Way and desires to protect and adjust this sewer system; and

WHEREAS, it is in the best interest of the COUNTY and the DISTRICT that the parties jointly work together to provide coordination and construction of sanitary sewer system improvements ("Sanitary Sewer Improvements"); and

WHEREAS, ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies obtained thereby.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon completion and acceptance of the Sanitary Sewer Improvements that are to be constructed as a part of the PROJECT.
2. **Obligation of COUNTY:**
 - A. COUNTY agrees to construct the Sanitary Sewer Improvements, as described in and shown on the PROJECT plans, and at a cost as described in Exhibit A, attached hereto and incorporated by reference.
 - B. COUNTY agrees to incorporate the DISTRICT's sanitary sewer design into their construction contract documents and to administer the construction contract.

- C. The COUNTY agrees to require a one-year warranty for the Sanitary Sewer Improvements from the Contractor awarded the Bid. The COUNTY agrees to notify the DISTRICT in writing when the one-year warranty period begins and agrees to repair or correct deficiencies in the PROJECT work noted, in writing, by the DISTRICT before releasing the Contractor's warranty.
- D. Upon completion of the DISTRICT specific Sanitary Sewer Improvements, the COUNTY shall submit a reimbursement request to the DISTRICT.

3. Obligation of the DISTRICT:

- A. The DISTRICT agrees to reimburse the COUNTY for the actual construction costs for Sanitary Sewer Improvements, as identified in Exhibit A and as agreed to by DISTRICT ahead of any change orders necessitated by a change in quantities or by unforeseen field conditions.
- B. The DISTRICT agrees to provide inspection of the Sanitary Sewer Improvements at the DISTRICT's expense.
- C. The DISTRICT agrees to inspect and prepare a written list describing required repair work or deficiencies in the above described Sanitary Sewer Improvements no later than 30 days prior to the expiration of the one-year warranty period.

4. Work Plan and Scheduling of Work. The COUNTY intends to complete construction of the District's portion of the PROJECT by June 30, 2016. Nothing herein shall prevent the parties from meeting to mutually adjust the schedule, budget or the contents of Exhibit A. Each party shall use best efforts to coordinate with the other to minimize conflicts.

5. Changes. In the event either party changes plans or specifications or approves change orders that affect PROJECT costs following bid opening, the party requiring the change is financially responsible for any additional direct or indirect costs associated with the change. Notwithstanding the foregoing, neither party shall be liable for the additional PROJECT costs of the other party if changes in plans or specifications are made due to an act of God or other circumstances beyond the reasonable control of the party requiring the change or approving the change. The COUNTY shall consult with the DISTRICT prior to requiring or approving changes affecting the DISTRICT'S portion of the PROJECT.

6. Early Termination of Agreement. The DISTRICT and the COUNTY, by mutual written agreement, may terminate this Agreement at any time.

7. Indemnification. The COUNTY agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the COUNTY or the COUNTY's officers, owners, employees, agents, or its subcontractors or anyone over which the COUNTY has a right to control.

The DISTRICT agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property

caused by the negligent or willful acts, of the DISTRICT or the DISTRICT's officers, owners, employees, agents, or its subcontractors or anyone over which the DISTRICT has a right to control.

8. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
9. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
10. **Integration.** This Agreement contains the entire agreement between the DISTRICT and the COUNTY and supersedes all prior written or oral discussions or agreements.
11. **Amendments.** The DISTRICT and the COUNTY may amend this Agreement at any time only by written amendment executed by the DISTRICT and the COUNTY.
12. **Waiver.** The DISTRICT and the COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County
Department of Transportation and
Development**

**Clackamas County Board of County
Commissioners as the governing body of
Clackamas County Service District No. 1**

Chair

Chair

Date

Date

Approved as to Form:

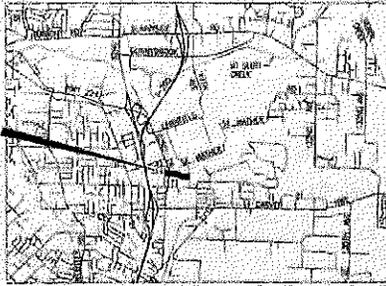
County Counsel

NOTE: THESE PLANS ARE 1/2 SIZE REDUCTIONS IF PRINTED ON 11"x17" MEDIA

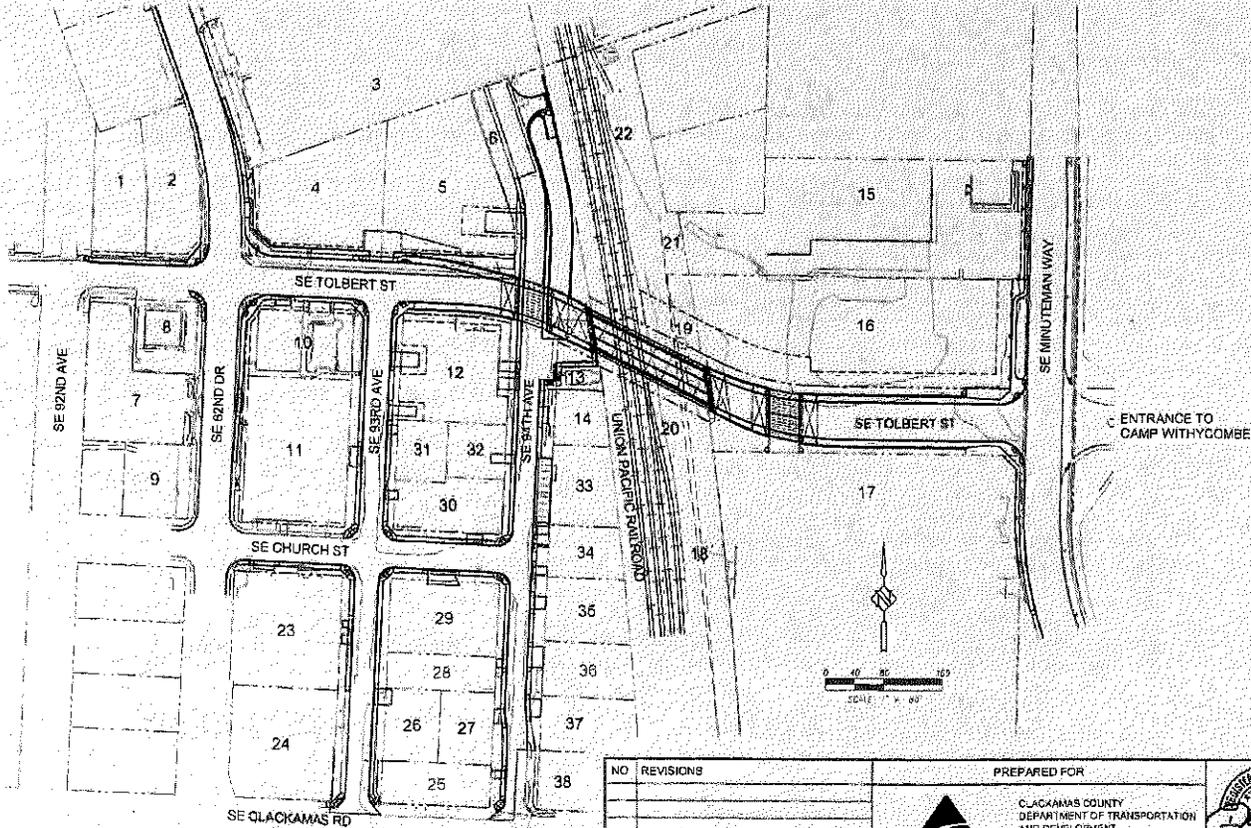
TOLBERT STREET

SE 82ND DRIVE TO SE MINUTEMAN WAY
CLACKAMAS, OREGON
GRADING, STRUCTURES, & PAVING

PROJECT



VICINITY MAP
N.T.S.



SHEET INDEX

- 1.0 COVER SHEET, NOTES AND LEGEND (1.0 AND 1.1)
 - 2.0 TYPICAL SECTIONS (2.0 THRU 2.3)
 - 3.0 DETAILS (3.0 THRU 3.20)
 - 4.0 EROSION CONTROL DETAILS AND PLANS (4.0 THRU 4.5)
 - 5.0 CURB RETURN AND DRIVEWAY GRADE ELEVATIONS, SITE AND FRONTAGE IMPROVEMENTS, AND INTERSECTION SPOT GRADES (5.0 THRU 6.14)
 - 6.0 SE TOLBERT STREET - PLAN AND PROFILE (6.0 AND 6.1)
 - 7.0 SE TOLBERT STREET - PLAN AND PROFILE (7.0 AND 7.1)
 - 8.0 SE TOLBERT STREET - PLAN AND PROFILE (8.0 AND 8.1)
 - 9.0 SE 82ND DRIVE - PLAN AND PROFILE (9.0 AND 9.1)
 - 10.0 SE 82ND DRIVE - PLAN AND PROFILE (10.0 AND 10.1)
 - 11.0 SE 83RD AVENUE - PLAN AND PROFILE (11.0 AND 11.1)
 - 12.0 SE 83RD AVENUE - PLAN AND PROFILE (12.0 AND 12.1)
 - 13.0 SE 84TH AVENUE - PLAN AND PROFILE (13.0 AND 13.1)
 - 14.0 SE 84TH AVENUE - PLAN AND PROFILE (14.0 AND 14.1)
 - 15.0 SE 84TH AVENUE - PLAN AND PROFILE (15.0 AND 15.1)
 - 16.0 SE CHURCH STREET - PLAN AND PROFILE (16.0 AND 16.1)
 - 17.0 SE MINUTEMAN WAY - PLAN (17.0)
 - 18.0 PAVING AND ROAD LAYOUT PLANS (18.0 THRU 18.4)
 - 19.0 SWALE AT SE 84TH AVENUE AND DETAILS (19.0 AND 19.1)
 - 20.0 SWALE AT SE MINUTEMAN WAY (20.0)
 - 21.0 IRRIGATION PLANS AND DETAILS (21.0 THRU 21.3)
 - 22.0 PLANTING AND SEEDING PLANS AND DETAILS (22.0 THRU 22.5)
 - 23.0 ROADWAY CROSS SECTIONS (23.0 THRU 23.14)
 - 24.0 ROADWAY LIGHTING PLAN (24.0)
 - 25.0 PROPERTY OVERVIEW MAP AND RIGHT-OF-WAY ACQUISITION PLANS (25.0 THRU 25.3)
 - TS TRAFFIC SIGNAL PLANS (TS-1 THRU TS-7)
 - ITS INTERCONNECT PLANS (ITS-1 THRU ITS-11)
 - SS SIGNING/STRIPING PLANS (SS-1 THRU SS-10)
 - G GENERAL LAYOUT FOR BRIDGE AND WALL STRUCTURES (G1)
 - WD RETAINING WALL PLANS, ELEVATIONS & DETAILS (WD1 THRU WD22)
 - H BRIDGE PLANS - TOLBERT OVER 94TH (H1 THRU H10)
 - UP BRIDGE PLANS - TOLBERT OVER UPFR (UP1 THRU UP27)
 - P BRIDGE PLANS - TOLBERT OVER PRIVATE ROAD (P1 THRU P10)
 - PS PROTECTIVE SCREENING DETAILS (PS1 THRU PS4)
- OREGON STANDARD DRAWINGS
 (PDS05, BR140, BR141, BR145, BR185, BR216, BR223, BR270, TM976)

BID SET

NO. REVISIONS	PREPARED FOR			TOLBERT STREET COVER SHEET CLACKAMAS, OREGON	
	CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT DEVELOPMENT SERVICES BLDG 150 BEAVERCREEK ROAD OREGON CITY, OR 97045			DESIGNED BY DS/WH/PR TEAM	GRAFFED BY HH/PR TEAM
				DATE 4/23/2015	PROJECT NUMBER CLA-69

EXHIBIT A

Adjustments and repairs to portions of the existing sanitary sewer system manholes needed for new finish grades, to be completed by County contractor for County improvements on this project identified as "Tolbert Street - SE 82nd Drive to SE Minuteman Way - Grading, Structures & Paving", as bid June 30th, 2015. Unit price bids were obtained for the majority of work anticipated.

EXHIBIT "A"
DTD/CCSD#1 Intergovernmental Agreement
Tolbert Street Bridge Project
August 2015

ITEM	SPEC NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
119	00490	Minor Adjustment of Manholes	EA	9	\$ 825.00	\$ 7,425.00
119	00490	Major Adjustment of Manholes	EA	1	\$ 1,500.00	\$ 1,500.00
			Total - WES Improvements			\$ 8,925.00