



DAN JOHNSON
DIRECTOR

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

June 1, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Contract Amendment #001 with Stellar J, Corporation for the South End Road at Milepost 3.8 Project. Amendment value is \$510,693.67 for a new total contract value of \$3,783,400.92. Funding through Federal Emergency Relief funds and County Road Funds. No County General Funds are involved.

Previous Board Action/Review	05/30/23: Discussion item at request for consent for amendment to contract #5266 03/31/22; BCC Approval of Construction Contract #5266 with Stellar J Corporation for the South End Road at MP 3.8 Project. 03/27/22: Discussion item at request for consent for contract #5266		
Performance Clackamas	This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience roads in good condition."		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Stan Monte, PM	Contact Phone	503-742-4678

EXECUTIVE SUMMARY: South End Road at Milepost 3.8. was damaged as a result of heavy rains that occurred during the spring of 2017. Through a state declaration of emergency, Clackamas County was able to obtain federal Emergency Relief Program (ERP) funds for the design and construction of a 450-foot long tie back/soldier pile wall and a 314-foot long cantilever wall to stabilize the roadway and slope. The ERP funds provide 89.73 percent of the cost for the project and County Road Fund provides a match of 10.27 percent. A construction contract was awarded in the spring of 2022 to Stellar J Corporation.

During construction, extensive voids in the underlying geology were encountered in a few of the pile retaining wall foundations and most of the tie back anchors. Geotechnical borings were conducted as part of the design phase to define the underground conditions and smaller voids were identified, but not to the degree found during the actual construction. To remedy the voids, large amounts of concrete slurry were pumped underground filling the voids and allowing the

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piles and tie back anchors to be installed and function as designed. This additional work, delayed construction, required changes in construction sequencing, and required cold weather work measures. In addition, material supply issues compounded the delays to the contractor, resulting in an additional two months of construction time and a time extension for project completion is incorporated into the amendment.

The original construction contract value was \$3,272,707.25. The negotiated amendment is \$510,693.67 resulting in a total contract amount of \$3,783,400.92. Additional federal ERP funds were requested as a result of this amendment and approved by Federal Highway Administration. The amendment will be paid by \$458,245.43 in federal ERP funds and \$52,448.24 in County Road Fund.

PROCUREMENT PROCESS: This Amendment is in accordance with County LCRB rules for a negotiated contract amendment to the original construction Contract.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve and sign contract Amendment #001 with Stellar J Corporation for the South End Road at Milepost 3.8 Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH STELLAR J CORPORATION FOR THE #2022-09
SOUTH END ROAD 3.8 PROJECT
Contract #5266

This Amendment #1 is entered into between **Stellar J Corporation** ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **March 31, 2022** ("Contract").

The Purpose of this Amendment #1 is to make the following changes to the Contract:

- Section 1. Contract Price, Contract Documents and Work** is hereby amended as follows: County has authorized an increase to Scope of Work due to unanticipated additions to Work caused by changes in field conditions during the South End Road 3.8 Project. The additional Work is included in Change Order #1, attached hereto as Exhibit "A" and hereby incorporated by reference.

County and Contractor acknowledge that Contractor performed the additional Work described in Changer Order #1 before execution of this Amendment #1. By execution of this Amendment #1, the County hereby approves and ratifies Work performed in accordance with the terms of the Contract. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.

County authorizes additional compensation in the amount of \$510,693.67 for the additional Work described above. The maximum compensation authorized under this Contract shall not exceed Three Million Seven Hundred Eighty-Three Thousand Four Hundred Dollars and Ninety-Two Cents (\$3,783,400.92).

ORIGINAL CONTRACT	\$ 3,272,707.25
<u>AMENDMENT #1</u>	<u>\$ 510,693.67</u>
TOTAL AMENDED CONTRACT	\$ 3,783,400.92

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Stellar J Corporation

 _____
 Authorized Signature Date

Justin Sieberg
 Printed Name

Clackamas County

 Chair

 Recording Secretary

Approved as to Form:

 County Counsel Date

Exhibit A
Change Order #1

CONTRACT CHANGE ORDER ("CCO" or "Order") (Page 1)

PROJECT NAME (SECTION) South End Rd MP 3.8 Project		HIGHWAY South End	CONTRACT NO. 5266
CONTRACTOR REPRESENTATIVE Jake Oullette	NON-AGENCY REPRESENTATIVE Stan Monte	AGENCY REPRESENTATIVE 0	CCO NO. 1
CONTRACTOR ADDRESS Stellar J Corporation 1363 Down River Drive Woodland, WA 98674	NON-AGENCY REPRESENTATIVE ADDRESS 150 Beaver Creek Rd Oregon City, OR 97045	AGENCY REPRESENTATIVE ADDRESS 0	FA PROJECT NO. ER C005 (111)
CONTRACTOR PHONE # 360-225-7996	NON-AGENCY REPRESENTATIVE PHONE # 503-742-4678	AGENCY REPRESENTATIVE PHONE # 0	KEY NO. 32607
CONTRACTOR EMAIL ADDRESS jake@stellari.com	NON-AGENCY REPRESENTATIVE EMAIL ADDRESS stanmon@clackamas.us	AGENCY REPRESENTATIVE EMAIL ADDRESS 0	REGION 1
			EA (CON NO.) 0

THIS CONTRACT IS HEREBY MODIFIED AS FOLLOWS BY THIS CCO (DESCRIPTION AND LOCATION OF WORK COVERED BY THIS ORDER):
 This negotiated change order resolves all of Contractor's outstanding claims for work performed prior to March 1, 2023.

County and Contractor agree this Change Order fully satisfies any and all claims by Contractor related to payment for work performed by Contractor, including any subcontractors, whether known or unknown, with respect to the South End Rd at MP 3.8 Project. By signing below, and upon receipt of funds agreed upon in this Change Order, Contractor hereby releases County from any and all claims, whether known or unknown, related to payment for work performed by Contractor, including any subcontractors, with respect to the South End Rd at MP 3.8 Project.

This list below is broken down into two parts, Part A is to resolve any agency required Changes that resulted in extra work, regardless if caused by changes to plans, additional requirements of permitting agencies or conflicts/omissions not identified in contract documents; Part B is to resolve any force account or extra work associated with the Differing Sight Conditions, Type 2, identified as "Excessive Voids Impacts" first declared and identified July 14th 2022. Part A - Required Changes

1. Bid Item 1, Training/Apprenticeship Program, increase of both hourly rate from \$5.00 to \$20.00 and total hours as required by contract (OCR Agreement).
2. Additional Retaining Wall LS increase, resulting from increased square footage.
3. Additional detour signage requested by the City under permit requirements.
4. Tree Removal not identified in plans.
5. Planting required by City permits as a result of tree removal.
6. Relocation and repair of residential water line not shown on plans.
7. Repair and adjustment of existing catch basins not shown on plans.
8. Removal of existing pavement markings for temporary striping.

Part B - Excessive Voids / Differing Site Conditions

1. Condon and Johnson Associates additional drilling costs, labor and materials.
2. Stellar J Corp. direct costs to support additional drilling operations, labor, materials and equipment.
3. Stellar J Corp direct costs for management and site maintenance due to extended project duration.
4. Resequencing and resource impacts.
5. Concrete modifications and labor due to cold weather impacts.
6. General excavation /embankment impacts due to resequencing and inclement weather.
7. Removal of existing pipe concrete collar including needed shoring.
8. Cold weather fuel escalation cost for asphalt production.

SPECIFICATIONS AND PROVISIONS - THE WORK TO BE DONE UNDER THIS CCO IS TO BE PERFORMED, MEASURED, AND PAID FOR IN ACCORDANCE WITH THE TERMS FOR THE ABOVE CONTRACT EXCEPT AS MODIFIED AS FOLLOWS:

*Payment for Parts A,2 thru A,8 and Parts B,1 thru B,8 shall be paid as per Sections 00196.10 - *Negotiated Price* and as listed on "Page 2" of this change order (Attached).

*Part A,1 - *Bid Item 1 - Training/Apprenticeship Program* – Unit price is increased from \$5.00 to \$20.00 as per Section 00195.95 *Error in Final Quantities and Amounts, (a)* and as required by contract Section 13 *Reimbursable Federal On-The-Job and Apprenticeship Training, Sec 6 (a) - Measurement and Payment* . (OCR Agreement.)

*Payment for Parts B,9 *Bid Item 39 Cold Plane Pavement Removal* and Part B,10 *Bid Item 41, Level 3 1/2" ACP Mix* will be paid as per Section 00195.20 *Changes to Plans Or Character of Work: (a) Insignificant Changed Work-* Work will be paid at original bid unit price.

*Part B,11 – *Change Special Provisions Section 00180.50(h)-Contract Time, (1)* "The Contractor shall complete all Work to be done under the Contract, except for final lift paving, permanent striping, seed establishment and plant establishment, not later than November 24, 2022." to "The Contractor shall complete all Work to be done under the Contract, except for final lift paving, permanent striping, seed establishment and plant establishment, not later than January 12, 2023."

ESTIMATED NET COST EFFECT OF THIS CCO ON THE CONTRACT: \$510,693.67

CONTRACTOR SIGNATURE MAKES THIS CCO A SUPPLEMENTAL AGREEMENT AND IS: Required

FOR SUPPLEMENTAL AGREEMENTS ONLY: Contractor: Confirm your agreement by signing, dating and returning the original to the Resident Engineer. Work shall not begin until you are notified that the agreement has either been approved or that work may commence under advance approval. Your signature further confirms agreement that payments in accordance with the agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described work covered by this agreement, and releases and discharges the State from other costs except as provided herein.

AGREED TO BY CONTRACTOR		DATE	AGENCY REPRESENTATIVE	DATE
Print	Justin Sieberg	5/9/23	Print	
Sign		5/9/23	Sign	
RECOMMENDED BY LOCAL AGENCY		DATE	AGENCY MANAGER	DATE
Print			Print	
Sign			Sign	
RECOMMENDED BY NON-AGENCY REPRESENTATIVE		DATE	CONSTRUCTION	DATE
Print			Print	
Sign			Sign	



CONTRACT CHANGE ORDER (Page 2)

PROJECT NAME (SECTION)			CONTRACT NO.		CONTINUATION OF CCO NO.:	
South End Rd MP 3.8 Project			5266		1	
PAY ITEM	Sub Job	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A1		Bid Item 1, Training/Apprenticeship Program, increase of both hourly rate from \$5.00 to \$20.00 and total hours as required by contract (OCR Agreement).	810.00	HR	\$20.00	\$16,200.00
A2		Additional Retaining Wall square footage.	1.00	LS	\$21,500.00	\$21,500.00
A3		Additional detour signage requested by the City under permit requirements.	1.00	LS	\$1,855.00	\$1,855.00
A4		Tree Removal not identified in plans.	1.00	LS	\$2,565.00	\$2,565.00
A5		Planting required by City permits as a result of tree removal.	1.00	LS	\$10,560.00	\$10,560.00
A6		Relocation and repair of residential water line not shown on plans.	1.00	LS	\$2,225.00	\$2,225.00
A7		Repair and adjustment of existing catch basins not shown on plans.	1.00	LS	\$1,932.00	\$1,932.00
A8		Removal of existing pavement markings for temporary striping.	1.00	LS	\$1,600.00	\$1,600.00
B1		Condon and Johnson Associates additional drilling costs, labor and materials.	1.00	LS	\$271,676.70	\$271,676.70
B2		Stellar J Corp. direct costs to support additional drilling operations, labor, materials and equipment.	1.00	LS	\$31,635.62	\$31,635.62
B3		Stellar J Corp direct costs for management and site maintenance due to extended project duration.	1.00	LS	\$61,301.49	\$61,301.49
B4		Resequencing and resource impacts.	1.00	LS	\$6,904.87	\$6,904.87
B5		Concrete modifications and labor due to cold weather impacts.	1.00	LS	\$9,841.90	\$9,841.90
B6		General excavation /embankment impacts due to resequencing and inclement weather.	1.00	LS	\$5,369.35	\$5,369.35
B7		Removal of existing pipe concrete collar including needed shoring.	1.00	LS	\$3,450.74	\$3,450.74
B8		Cold weather fuel escalation cost for asphalt production.	1.00	LS	\$9,477.00	\$9,477.00
B9		Bid Item 38 - Cold Plane Pavement Removal 2.5" Depth - Additional quantity for necessary staging..	1,857.00	SY	\$7.00	\$12,999.00
B10		Bid Item 41 - Level 3 1/2" ACP Mix- Additional quantity for necessary staging.	396.00	TN	\$100.00	\$39,600.00
B11		Change contract time initial substantial completion from November 24, 2022 to January 12, 2023.	N/A	N/A	N/A	N/A
PAGE 2 TOTAL						\$510,693.67
CONTRACTOR SIGNATURE			DATE	PROJECT MANAGER OR LOCAL AGENCY LIAISON SIGNATURE		
			5/9/23			
				DATE		