



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract #2015 with
Harper Houf Peterson Righellis, Inc. for the
Linwood Avenue Improvement Project

Purpose/Outcomes	Execution of Contract #2015 Amendment #1 allows the consultant to complete the design for the Linwood Avenue Improvement Project.
Dollar Amount and Fiscal Impact	The original contract amount was \$1,126,395.02. Amendment #1 adds \$205,948.88 for a total contract value not to exceed \$1,332,343.90
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
Duration	Anticipated project completion extended by one calendar year to September 30, 2022, due to complications imposed by the Covid pandemic.
Previous Board Action	10/31/2019: BCC Approval of original contract as a result of RFP 2019-29.
Strategic Plan Alignment	This project will build and provide strong Infrastructure
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed and Approved by Counsel on 07-07-2021; ARN
Contact Person	Ken IteI, Development Agency Senior Project Planner 503.742.4324

Background:

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract to develop design and construction documents for SE Linwood Avenue between SE Monroe Avenue and SE Johnson Creek Blvd. The original scope of work (SOW) outlined specific parameters in which the design should follow.

After completing extensive surveying, studies and 60% construction plans, it was determined the amount of work required for Right-of-Way (ROW) appraisals, and negotiations and acquisitions for necessary easements and rights of entry for construction was much greater than initially estimated. County ROW staff might normally perform a number of these tasks, but due to an extensive list of current County projects requiring the attention of County ROW staff, it is necessary to rely on HHPR's ROW consultant in order to maintain progress on the Linwood Avenue project.

The contract scope and fee must be amended to include the following:

County requires Contractor to perform additional ROW services of up to seventeen (17) appraisal reviews, negotiations, responses to public inquiries, and related tasks. Contractor's deliverables for the additional services shall include a minimum of 18 POEs (Permits of Entry) and 17 TCAAs (Temporary Construction Access Agreements). The cost for these additional services is \$205,944.88, which includes a contingency of \$28,000 in the event more detailed appraisals become necessary.

In addition, it is necessary to extend the completion date of the contract by one calendar year, due to delays and complications imposed on all parties by the ongoing Covid pandemic.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #1 is an 18.28% increase to the original contract.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with Harper Houf Peterson Righellis, Inc. for the design of the SE Linwood Avenue Improvement Project.

Sincerely,

Kenneth Itel

Ken Itel
Development Agency Senior Project Planner

Placed on the BCC Agenda _____ by Procurement and Contract Services

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS, INC. FOR
LINWOOD AVENUE IMPROVEMENT PROJECT
Contract #2015

This Amendment #1 is entered into between **Harper Houf Peterson Righellis, Inc.** (“Contractor”) and Clackamas County Development Agency (“County”) and shall become part of the Contract documents entered into between both parties on **October 31, 2019** (“Contract”).

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

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
 The Contract termination date is hereby changed from September 30, 2021 to **September 30, 2022**.

2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
 County requires Contractor to perform additional Task 7 Work, as described in Exhibit A of the Contract. The additional Task 7 Work will include up to seventeen (17) appraisal reviews, negotiations, responses to public inquiries, and related tasks. Contractor s deliverables for the additional Task 7 Work shall include a minimum of 18 POEs (Permits of Entry) and 17 TCAAs (Temporary Construction Access Agreements).


3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
 In consideration for Contractor performing the additional Task 7 Work, County agrees to pay Contractor an additional **\$205,944.88**. The total amount County agrees to pay Contractor for Task 7 Work shall not exceed \$244,447.88. This fee includes a total of \$28,000 in contingency fees for this Task. Contractors revised fee schedule for this task as attached as Exhibit C, and hereby incorporated by reference. The Total Contract Compensation shall not exceed \$1,332,343.90.

ORIGINAL CONTRACT	\$ 1,126,395.02
<u>AMENDMENT #1</u>	<u>\$ 205,948.88 + Time</u>
TOTAL AMENDED CONTRACT	\$ 1,332,343.90

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.

Harper Houf Peterson Righellis, Inc.

Clackamas County Development Agency

 Digitally signed by Daniel S Houf
 DN: C=US, E=Dan@hhpr.com,
 O=Harper Houf Peterson Righellis Inc,
 CN=Daniel S Houf
 Date: 2021.07.07 14:18:35-0700' 7/7/2021

Authorized Signature _____ Date

Daniel S. Houf, President

Printed Name

Chair _____

Recording Secretary _____ Date

Approved as to form:
 Digitally signed by Andrew
 Naylor
 Date: 2021.07.07 16:53:51
 -0700' 7/7/2021

County Counsel _____ Date

EXHIBIT C
REVISED FEE SCHEDULE FOR
TASK 7 - RIGHT-OF-WAY RESEARCH, DESCRIPTIONS, APPRAISALS AND ACQUISITIONS

**Harper Houf Peterson Righellis Inc. - Estimated Fee
Roadway Design Services for Linwood Avenue- Clackamas
County
May 4,2021**

TASK 7: ROW Research, Descriptions, Appraisals, Acquisitions	Epic Land Solutions								Expenses	TOTAL BY TASK
	Regional Manager	Project Manager	Senior Appraiser	Right of Way Agent	Budget & Financial Controls	Technical Support	Administrative Support			
7.A. Identify acquisition requirements										\$ -
7.B. Verify Existing Easements within impact areas										\$ -
7.C. ROW/Easement Cost Estimates										\$ -
7.D. ROW Impact Maps										\$ -
7.E. Legal Descriptions and Exhibit Maps										\$ -
7.F. Real Estate Appraisals	4	15			2	1			\$77,000.00	\$ 80,570.00
7.F.C. Real Estate Appraisals (contingency)									\$28,000.00	\$ 28,000.00
7.G. ROW Negotiations and Acquisitions	26	159		892	6	4	297		\$1,897.88	\$ 135,877.88
7.H. Respond to public and/or landowner inquiries	30	174	0	892	8	5	297			\$ -
	\$ 210	\$ 155	\$ 175	\$ 90	\$ 150	\$ 105	\$ 75		\$106,897.88	\$ 244,447.88

\$244,447.88