



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 #2 to Contract #1622 with  
Harper Houf Peterson Righellis, Inc. for the  
Roadway Design Plans for D-Street

<b>Purpose/Outcomes</b>	Execution of Contract #1622 Amendment #2 allows the consultant to complete the design for the D-Street project
<b>Dollar Amount and Fiscal Impact</b>	The original contract amount was \$623,898.00. Amendment #1 added \$77,140.00, and Amendment #2 adds \$138,180 for a total contract value not to exceed \$839,218.00
<b>Funding Source</b>	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
<b>Duration</b>	Project is anticipated to be completed by April 30, 2021.
<b>Previous Board Action</b>	This item was discussed at Issues session on 3/2/2021 06/20/2019: BCC Approval of original contract as a result of RFP 2019-17.
<b>Strategic Plan Alignment</b>	This project will build and provide strong Infrastructure
<b>Procurement Review</b>	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
<b>Counsel Review</b>	Reviewed Date: 2-25-2021; ARN
<b>Contact Person</b>	David Queener, Development Agency Program Supervisor 503.742.4322

**Background:**

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract to design two new roadways near the Fuller Station Park and Ride. The original scope of work (SOW) outlined specific parameters in which the design should follow. As the design progressed, it became apparent that some additional work would be needed in order to meet updated standards and requirements of Water Environment Services (WES). Additional coordination with a new development to be constructed adjacent to the project was also required. The contract scope and fee must be amended to include the following:

Additional stormwater design was necessary in order to expand the area needed to capture and treat runoff. This was required by WES after they determined that their existing downstream facilities were inadequate. The additional cost incurred to comply with these new WES requirements was \$91,540.

The original SOW contemplated two right of way files; four were ultimately required. Trimet also decided to dedicate directly to the County a portion of their property for the project, which required review and coordination. The cost for these additional services was \$28,940.

The SOW required coordination with a new development that will be constructed adjacent to the road project. Originally, development contractor was to install a new water line ahead of our road construction due to their need to have water. The timing of their construction changed and it now made more sense for us to install the line from an efficiency and warranty perspective. The cost to incorporate this design into our bid package was \$9,480.

Additional surveying services to prepare and record a plat related to the project that was not originally contemplated. The cost for this additional work was \$8,220.

**Procurement Process:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #2 is a 22.15% increase to the original contract.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute Amendment #2 for the contract with Harper Houf Peterson Righellis, Inc. for the Roadway Design Plans for D-Street Project.

Sincerely,

David Queener  
Development Agency Program Supervisor

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services

**AMENDMENT #2**  
**TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS, INC.**  
**FOR ROADWAY DESIGN PLANS FOR D-STREET (2019-17)**  
**Contract #1622**

This Amendment #2 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 **June 20, 2019** (“Contract”).

The Purpose of this Amendment #2 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 dates is hereby changed from September 30, 2020 to **April 30, 2021**. County and Contractor acknowledge that Work may have been performed after September 30, 2020 and by execution of this Amendment #2, the County hereby approves and ratifies Work performed after September 30, 2020. The County reserves all rights, remedies, claims and causes of action if may have with respect to previously performed Work.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:  
Supplemental to the original Scope of Work, County requested additional Work be performed under Task 9: Additional Design Services. The supplemental Scope of Work is attached as **Exhibit H** (“Supplemental Work”), and hereby incorporated by reference.
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:  
The Compensation to complete the Supplemental Work shall not exceed the sum of **\$138,180.00**. Compensation for the Supplemental Work shall be made pursuant to the terms of the Contract and the fee schedule attached hereto as **Exhibit I** and incorporated by this reference herein. The total Contract Compensation shall not exceed \$839,218.00.

ORIGINAL CONTRACT	\$ 623,898.00
AMENDMENT #1	\$ 77,140.00
<u>AMENDMENT #2</u>	<u>\$ 138,180.00</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 839,218.00</b>

**SIGNATURE PAGE FOLLOWS**

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 #2, effective upon the date of the last signature below.

**Harper Hauf Peterson Righellis, Inc.**

**Clackamas County**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
County Counsel                              Date

**EXHIBIT H**  
**SUPPLEMENTAL SCOPE OF WORK**

**D-Street Re-Alignment Project**

**Contract Amendment No. 2 for Additional Design and Construction Services**

Harper Houf Peterson Righellis Inc.

January 18, 2021

**Task 9: Additional Design Services**

The County requested additional design services from HHPR in order to include other necessary improvements in the immediate project area. This included the following:

- A. Design to incorporate water quality treatment on site for Tri-Met to comply with WES plan review. Original plan was to relocate underground infiltration chambers. Additional analysis and plan submittals required to gain WES approval and updating bid documents twice.
- B. Design of additional storm facilities in Con Battin per WES review comments and additional design and analysis of the storm system in Fuller Road. Additional analysis and plan submittals required to gain WES approval and updating bid documents twice.
- C. Two additional ROW appraisals and acquisition files for the project including a secondary appraisal on one file. Additional legal descriptions and property impact maps and field staking of easements. Review Tri-Met legal descriptions for dedication of Fuller Station files per County ROW request.
- D. Water line design extension design north of D-Street within Fuller Station Development as part of the interim water package.
- E. Additional survey services for the project.

**EXHIBIT I  
FEE SCHEDULE**

