



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 #3 to the Contract with Harper Houf Peterson Righellis Inc. for Phase Two of
the Clackamas Regional Center Mobility Improvement Project

Purpose/Outcomes	This amendment will allow the HHPR to provide additional construction engineering services for the project.
Dollar Amount and Fiscal Impact	The original contract was \$3,823,584.22. The first amendment increased the contract amount by \$205,639.40. The second amendment increased the amount by \$2,900,529.01. The third amendment will increase the contract amount by \$580,800. Total contract value is \$7,510,552.63
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District – no County General Funds are involved.
Duration	This contract amendment will extend the contract with HHPR until March 31, 2022.
Previous Board Action	Original Contract approved 6/15/2017 Amendment #2 approved 5/23/2019
Strategic Plan Alignment	Build a Strong Infrastructure
Procurement Review	1. Was this item processed through Procurement? ☒ yes ☐ no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 07/29/2021; ARN
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322
Contract No.	1466

BACKGROUND:

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract to complete construction engineering services for the Clackamas Regional Center (CRC) Mobility Improvement Project. Effective construction management for a project of this size and complexity is critical to the overall cost, schedule and success of the project.

When HHPR developed the scope of work related to construction engineering, they had to make assumptions on the procedures and methods that the contractor that would be awarded the construction contract would use. For this project, the contractor instituted procedures and methods that

were different than what was anticipated and required additional services by HHPR. In addition, there were some differing site conditions that were discovered that required design modifications.

Some of the issues that required additional services beyond what was originally contemplated by HHPR includes:

- Reviewing and responding to over 200 requests for information and over 150 proposed change orders submitted by the contractor.
- Responding multiple to delay claims and protests related to perceived differing site conditions.
- Additional survey and construction staking due to the contractor's approach of constructing the project in several smaller segments.
- Design modifications and increased inspection related to bridge construction due to differing site conditions discovered during excavation.
- Substantial completion was extended 30 days due to closures related to the regional fires and ice storm. This requires additional management by HHPR.

HHPR is requesting an amendment to the contract in the amount of \$580,800 in order to provide the required addition construction engineering.

In order to provide the construction engineering services outlined in this amendment, the contract duration must also be extended until March 31, 2022.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #3 is a 15.2% increase to the original contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign the contract amendment with Harper Houf Peterson Righellis Inc. to provide additional construction engineering services for the Clackamas Regional Center Mobility Improvement Project.

Respectfully submitted,



David Queener
Development Agency Program Supervisor

Placed on the _____ Agenda by the Procurement Division

**AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS, INC.
FOR PHASE II CLACKAMAS REGIONAL CENTER MOBILITY IMPROVEMENTS
Contract # 1466**

This Amendment #3 is entered into between Harper Houf Peterson Righellis, Inc. ("Contractor") and the Clackamas County Development Agency ("Agency") and it shall become part of the Contract documents entered into between both parties on June 15, 2017 ("Contract").

The Purpose of the Amendment #3 is to make the following changes to the Contract:

1. **ARTICLE 1 Item 1. Effective Date and Duration** is amended changed as follows:
The Contract termination date is hereby changed from June 30, 2021 to **March 31, 2022**.
Agency and Contractor acknowledge that Work may have been performed after June 30, 2021.
By execution of this Amendment #1, the Agency hereby approves and ratifies Work performed after June 30, 2021. All previously-performed Work is and remains subject to the terms and conditions of the Contract. The Agency reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.
2. **ARTICLE 1 Item 2. Scope of Work** is hereby amended as follows:
Contractor to provide additional project management and administration Work required due to an extension of the underlying project completion deadline through March 2022, as further described in the supplemental Scope of Work attached as **Exhibit G** and hereby incorporated by reference.
3. **ARTICLE 1 Item 3. Consideration** is hereby amended as follows:
Agency is authorizing a total of **\$580,800.00** to complete the additional Work. The updated Fee Schedule is attached as the end of Exhibit G. The total amended Compensation shall not exceed \$7,510,522.63.

Original Contract Amount	\$ 3,823,584.22
Amendment #1	\$ 205,639.40
Amendment #2	\$ 2,900,529.01 + Time
<u>Amendment #3</u>	<u>\$ 580,800.00 + Time</u>
Total Amended Contract	\$ 7,510,552.63

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

Harper Houf Peterson Righellis, Inc.
205 SE Spokane Street, Ste. 200
Portland, OR 97202

Daniel S Houf

Digitally signed by Daniel S Houf
DN: cn=US, o=Harper Houf Peterson Righellis Inc, cn=Daniel S Houf
Date: 2021.07.28 18:33:08 -0700

Authorized Signature

Daniel S. Houf, President

Print Name and Title

07/28/2021

Date

227670-81 DBC / Oregon

Oregon Business Registry Number

Clackamas County Development Agency

Chair

Recording Secretary

Date

Approved as to Form

Andrew Naylor

Digitally signed by Andrew Naylor
Date: 2021.07.29 05:58:27 -0700

County Counsel

Date

EXHIBIT G
SUPPLEMENTAL SCOPE OF WORK
AND
UPDATED FEE SCHEDULE

Scope of Services for CRC Mobility Improvements – Phase 3
Final Design Services to Include Construction Management Services – Amendment No. 3
Harper Houf Peterson Righellis Inc.
June 22, 2021

Description of Amendment

This amendment will provide for additional services required to adequately perform construction management services on the Clackamas Regional Center mobility improvement project. These additional services fall under additional tasks that were included as part of amendment no. 2 of the contract.

Task 1.1 Added Project Management and Administration

Provide additional project management and administration as required due to an extension of project completion until March 31, 2022. The following items are included:

- A. Provide the management, and coordination to the consultant team and County management staff. Provide general day-to-day coordination with Clackamas County and project team members.
- B. Track Consultant's contract costs and budgets on a monthly basis. Prepare monthly invoices.

Task 9.0: Construction Phase

Due to unanticipated complexities with the contractor construction practices and methods as well as encountering differing site conditions, it is necessary to provide additional construction management and observation under the following sub-tasks:

- C. Construction Staking – Consultant will provide additional construction staking for the project, including the following:
 - Stake limits of clearing and limits for demolition of structures
 - Grade stakes one time for rough grading and subgrade
 - Stakes for utility installation (storm, water, utility trench/vaults, etc.)
 - Stakes for curbs, sidewalks, planters, median, etc.
 - Stakes for bridges, truss structures and walls
 - Stakes for ramps
 - Stakes for top of aggregate base
 - Stakes for signal pole installation
 - Stakes for private property improvements such as parking lots, driveway connections, etc.
 - Provide reference stakes for layout of striping
 - All stakes will be one-time only.
- D. Provide Additional Construction Assistance: Work directly with the County's Project Manager, construction inspector or other assigned inspectors during construction. Periodically visit the project site, interpret change orders, attend meetings as required, coordinate with utilities as required, and review submittals. Write brief field summaries of field visits to the site. Additionally, the consultant will provide full-time and part time construction inspectors as needed, and construction vehicle(s) for the project. The specific tasks are outlined as follows:
 - Civil & Landscape Submittal Review
 - Bridge and Truss Structures Submittal Review
 - Bridge and Truss Structures Inspection - Includes Agency Provided Testing services for the CFPR composite material used for bridge strengthening work per Section 00565.12. Assumes part time inspection (Bridge Inspector), 20 hours per week for 50 weeks.

- Signal and Street Lighting Submittal Review
 - Signal and Lighting Inspection
 - Signal Cabinet Prints
 - Permanent Signing Shop Drawing Preparation
 - Sign Support Field Verification Review
 - Fiber Optic Submittal & Testing Review
 - Geotechnical Submittal Review
 - Geotechnical Inspection
 - Utility Coordination Assistance
 - Design Questions
- E. Additional Engineering Support, Weekly Meetings, and General Construction Observation including Full time inspection services. Daily written reports will be submitted to the County by all staff providing inspection services, including civil, geotechnical, structural, landscape, signals, street lighting, traffic control, and environmental.
- F. Project Closeout/ Record Drawings – Facilitate a final walkthrough and inspection of the project, and develop of a final punchlist. Once all construction and final inspections are complete and the project has been accepted by the County, HHPR will modify the construction drawings to reflect changes made during construction, as directed by the County. A set of reproducible record drawings will be provided to the County along with digital files. It is assumed that as-built data will be provided from the inspector's and contractor's field drawings, field notes, field design changes, and the required contractor submittals.
- G. Post-Construction Survey Work – Provide survey services for post-construction monumentation of centerline and new right-of-way, and file a record of survey with Clackamas County. Monument boxes for centerline monuments should be obtained and installed by the contractor. Once installed, the monuments will be set inside the boxes. Approximately 10 monument boxes are anticipated.
- H. Consultant will provide the following contingency tasks as requested by County during construction.
- Update Signal Phasing/Timing – Consultant will update the phasing and local timing parameters and develop new time-of-day coordinated signal timings along Sunnyside Road (8600 Block to 122nd Avenue) and 82nd Avenue (Monterey Ave to Sunnybrook Blvd)

Construction Management - Additional Scope and Fee for Project Completion

[illegible]