

**CITY OF OREGON CITY**  
**Amendment No. 4 to Personal Services Agreement**

**Design and Consulting Services for '12/'13 and '13/'14 Roadway  
Reconstruction Projects (CI 12-001)**

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **Murray, Smith & Associates, Inc.**, hereinafter called "PS Contractor," which was previously entered into on May 2, 2012 ("Contract") for **engineering design and consulting services**; and

Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

For provision of services outlined in the attached Scope of Work (Exhibit A) relating to Phase 2, 2013 design services, the project scope shall be increased to include supplemental design related services.

2. The **Duration of Contract** is hereby amended as follows:

No changes.

3. The **Payment Provisions** are hereby amended as follows:

For provision of additional service described above, the contract price for Phase 1 shall be increased by an amount not to exceed **eighteen thousand seven hundred seventy five and 00/100 dollars (\$18,775.00)**. The new total not to exceed amounts by phase shall be:

Phase 1, 2012/2013 Construction Projects - one hundred seventy-five thousand five hundred thirty-three and 00/100 dollars (\$175,533.00).

Phase 2, 2013/3014 Construction Projects - seventy-six thousand three hundred fifteen and 00/100 dollars (\$76,315.00).

Amendment #1, additional Phase I design services - twenty-six thousand two hundred fifty-one and 00/100 dollars (\$26,251.00).

Amendment #2, additional Phase I construction administration services - twenty-six thousand eight hundred sixty-one and 00/100 dollars (\$26,861.00).

Amendment #3, additional Phase I construction inspection services - eighteen thousand seven hundred seventy five and 00/100 dollars (\$18,775.00).

Amendment #4, additional Phase II design services – ninty six thousand four hundred six and 00/100 dollars (96,406.00)

The total not to exceed amount of the contract shall be **four hundred and twenty thousand one hundred fourty one and 00/100 dollars (\$420,141.00)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

**MURRAY, SMITH & ASSOCIATES, INC.      CITY OF OREGON CITY**

By: \_\_\_\_\_

\_\_\_\_\_  
John M. Lewis, Public Works Director

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
David W. Frasher, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

625 Center Street  
Oregon City, OR 97045

APPROVED AS TO LEGAL SUFFICIENCY:

Date Authorized by Commission, if applicable:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
January 2, 2013