

CITY OF OREGON CITY
Amendment No. 2 to Personal Services Agreement

2016 PUBLIC WORKS OPERATIONS MASTER PLAN UPDATE (CI 16-015)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **DECA Architecture, Inc.**, hereinafter called "PS Contractor," which was previously entered into on **November 1, 2016** ("Contract") for **2016 PUBLIC WORKS OPERATIONS MASTER PLAN UPDATE** and

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

WITNESSETH:

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

Provision of additional services outlined in the attached Exhibit A.

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

No change.


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


For provision of additional design services and required engineering described above, the contract price shall be increased by an amount not to exceed **Five thousand seven hundred twenty and 00/100 dollars (\$5,720.00)**. The total not to exceed amount of the Agreement shall be **One hundred eighteen thousand nine hundred two and 00/100 dollars (\$118,902.00)**.

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

DECA ARCHITECTURE, INC.

CITY OF OREGON CITY

By: 
Name: David Hyman
Title: Principal
Date: 10.27.2017


Martin Montalvo
Operations Manager
Date: Jul 26, 2017



deca architecture.inc

ADDITIONAL SERVICE REQUEST (DECA - ASR-02)

Project: 2016 Public Works Operations Master Plan Update (CI 16-015)
Client: City of Oregon City
Attn: Martin Montalvo
Consultant: DECA Architecture, Inc.
Date: June 23, 2017

The work covered by this Additional Service Request shall be performed under the same terms and conditions as included in the original personal services agreement (CI 16-015) and amendments

The contract shall be modified as listed below:

ITEM NO.	DESCRIPTION	COST
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Additional work required by the project arborist to address changes to the master plan. Services include the review of trees previously identified for removal/preservation, provide accommodations for trees that have grown or deteriorated since the prior survey, and update of the 2010 Tree Removal and Mitigation Plan.

Item		
1	Certified Arborist - see attached fee proposal (fee + 10%)	<u>\$5,720</u>
	TOTAL ASR-02 (Hourly Not-To-Exceed)	\$5,720

Total Fee shall be modified to reflect this additional service as requested:

Original Contract Amount: \$76,992


<u>Additional Services To Date:</u>		
	DECA-ASR#1	<u>\$36,190</u>
	DECA-ASR#2	<u>\$5,720</u>
	Total REVISED Contract Amount To Date	\$118,902

Changes Approved By:

Owner's Representative

DECA Architecture, Inc.

Signed: _____
Print Name: _____
Title: _____
Date: _____

Signed: 
Print Name: David Hyman
Title: Principal
Date: June 23, 2017



City of Oregon City Public Works Master Plan Project Proposal

Tree Preservation and/or Removal and Mitigation

Prepared By Don Richards - ISA Certified Arborist PN-5536A

May 16, 2017

EXHIBIT A

P.O. Box 2355 Lake Oswego, Oregon 97035
Phone: (503) 756.5198 Fax: (503) 699.9366
Email: don@appliedhortconsulting.com
Web: www.appliedhortconsulting.com

Project Understanding

We understand the client to be the Deca Architecture on behalf of the City of Oregon City, Oregon (Public Works Agency). Pursuant to the Oregon City Public Works Center Master Plan Phase IV, this project is to include design specifications for a site improvement including structures, parking, graded, paved operations yard, stormwater detention, and storage areas for materials and supplies at the end of South John Adams Street. This project includes significant tree removal with mitigation, landscaping and invasive plant removal.

We also understand that the project may require at least (1) one meeting with Public Works Agency representatives, City of Oregon City Commissioners, and/or others addressing the project.

Project Approach

Our approach as the project arborist will be to review the existing survey of trees on the site utilizing aerial photographs provided by the project architects. The trees were previously identified by numeric reference specifying each tree by genus, species, size (DBH¹) and current condition in 2010. After on site review, any modifications necessary to accommodate for trees that have grown or possibly deteriorated since the 2010 survey will be provided in an update that will include a professional opinion on the possible impacts to the trees from the proposed construction. It will also include a comprehensive Tree Preservation and/or Tree Removal Report and Mitigation Plan for up to three potential planting sites on property owned or substantially controlled by the City of Oregon City. A budget associated with each task deliverable is attached.

Scope of Work

Our proposed Scope of Work is limited to the following activities unless an additional agreement is secured between the parties.

Task 1.

Review the existing tree survey overlay plan to be provided by the project architect, the arborist's report from March 2010, the current City Tree Codes, and the proposed development plan. Utilize the 2010 report regarding the visits to the two alternative mitigation sites and assume they have not changed. Prepare a comprehensive Tree Preservation and/or Tree Removal Report and Mitigation Plan.

¹ DBH = Diameter at Breast height measured at approximately 4.5' above mean ground level.

Scope of Work (continued)

Task 1 (continued)

Task 1.1

Utilize aerial photographs provided by the project architects identifying each tree located within the delineated construction area.

Task 1.2

Determine if the trees identified which trees on the rocky knoll in the "White Oak Area" can be preserved during construction.

Task 1.3

Review the current City of Oregon City Tree Codes.

Task 1.4

Determine the mitigation requirements for tree removal delineated by current City Code. (NOTE: If no jurisdictional City Tree Code exists, review the Clackamas County Development Agency Tree Code instead).

Task 1.5

Visit the site and make updated observations regarding tree preservation, tree removal (if required), mitigation on site, mitigation off site at Waterboard Park and/or the Promenade.

Task Deliverables

- The project arborist shall provide the project architect and the Public Works Agency representatives with one (1) electronic copy of the DRAFT Revised Tree Preservation and/or Tree Removal and Mitigation Report identifying each tree on the rocky knoll in the "White Oak Area" that is to be preserved and/or must be removed in the course of construction and the recommended mitigation measures to offset any tree removal.
- The project arborist shall make modifications to the DRAFT Tree Preservation and/or Tree Removal and Mitigation Report in response to the project architect's and the Public Works Agency representatives' comments.
- The project arborist shall provide the project architect with one (1) electronic copy of the revised final comprehensive Tree Preservation and/or Tree Removal and Mitigation Report for concurrence and submittal for permits.

Task Assumptions

- It is assumed that tree preservation and removal criteria during construction will be determined using current City of Oregon City Tree Codes or the Clackamas County Development Agency Tree Codes and regulations should no City Codes be in affect or apply to this project.

Task Schedule

- This task will be accomplished in coordination with receipt of the existing tree survey to be provided by the project architect.

Scope of Work (continued)

Task 2.

The project arborist shall attend (1) one meeting with Public Works Agency representatives, City of Oregon City Commissioners, and/or others addressing the project if requested.

Task 2.1

Attend (1) one meeting with Public Works Agency representatives, City of Oregon City Commissioners, and/or others to explain the details of the Project if requested.

Task Deliverables

- The project arborist or their assigns shall attend one meeting called by the Public Works Agency or by the project architect as described herein providing technical assistance and input to the project within the discipline of Certified Arborist if requested.

Task Assumptions

- The project arborist assumes the Public Works Agency or the project architect will give sufficient notice of such meeting to allow for a reasonable opportunity to adjust scheduled events in order to attend.

Task Schedule

- This task will be accomplished on the date and at the time specified by notice from the Public Works Agency or the project architect if requested.

Firm Profile and List of Services Offered

Applied Horticultural Consulting, Inc. is a consulting service established in 1991 as a resource for nurseries, landscape architects, engineers, municipal agencies and others who needed on-demand horticultural and arboricultural consulting services that are tailored to fit their specific requirements.

Services to be provided by Applied Horticultural Consulting, Inc. on this project include the following:

- 1.) Operate as an independent contractor in the capacity of project arborist providing observations, opinions and reports for this project.

Key Staff, Credentials, Role and Relevant Projects (continued)

Key Staff, Credentials, Role and Relevant Projects

Mr. Richards or his staff under his direct supervision will perform all activities associated with this project. Mr. Richards is President and Senior Consultant for Applied Horticultural Consulting, Inc. Mr. Richards's undergraduate educational background is from Oklahoma State University and the University of Oklahoma. He holds a Bachelors of Science degree in Horticulture with Nursery Management and Horticulture Research as the areas of study as well as a Bachelors of Arts degree in Landscape Architecture and maintains designations of Certified and Consulting Arborist with a certification number of PN-5536A and Certified Professional Horticulturist with a certification number of 25543. A.H.C., Inc. is designated as a Tier 1 Emerging Small Business in Oregon with a certification number of 4349. A.H.C., Inc. also holds an Oregon Construction Contractor's Board certification number 143325 a City of Lake Oswego Business License number of 2003123 and a METRO Contractor's License number of 6409.

Relevant projects that are similar or encompassed a broader scope of work include the following:

- 1.) Airport Way Expansion Project, Portland, Oregon – June 2002 – February 2004 – Horticultural advisor on all plantings to the landscape architects, Walker~Macy, and plant procurement and receiving oversight for the Port of Portland.
- 2.) Sunnybrook Boulevard/Harmony Road EIS, Milwaukie, Oregon – June 2006 – October 2007 – Certified Consulting Arborist on the tree removal and retention portion of the project to the engineers, Otak, Inc.
- 3.) Marylhurst University Development Project, Lake Oswego, Oregon – May 2006 to 2009 – Certified Consulting Arborist on the tree removal and retention portion of the project to the engineers and architects, Harper, Houf, Peterson and Rhigellis, Inc.
- 4.) City of Portland Water Bureau – Washington Park Reservoirs redevelopment plan – Certified Consulting Arborist on the tree removal and retention portion of the project to the engineers,
- 5.) City of Lake Oswego, Oregon Oswego Village Development Project – January 2017 to April 15, 2017 – Certified Consulting Arborist on the tree removal and retention portion of the project to the engineers, AECOM, Inc.

Related Experience

In addition to the work experience identified previously, Applied Horticultural Consulting, Inc. also has experience with other projects or responsibilities identified below.

- 1.) Lake Road Development Project – Certified Project Arborist for Otak, Inc. and Clackamas County, Oregon.
- 2.) Mr. Richards currently serves as Commissioner on the City of Lake Oswego Development Review Commission.

Project Budget

Task 1

AHC, Inc. representatives shall review the existing tree survey provided by the project architect, the current City Tree Codes, the proposed development plan and visit the site and shall prepare a revised final comprehensive Tree Preservation and/or Tree Removal and Mitigation Report. **\$4,550.00**

Task 2

AHC, Inc. representatives shall attend (1) one meeting with Public Works Agency representatives, City of Oregon City Commissioners, and/or others addressing the project if requested. **\$ 650.00**

Total Project Budget - \$5,200.00.

This is a cost not-to-exceed estimate. AHC, Inc. will invoice on a time-and-materials basis. Rate: \$218.00/hr. + \$109.00/hr. travel time and \$0.98/mi. Any changes to this scope of work must be submitted in writing and agreed to by the parties prior to implementation.

PROFESSIONAL ♦ SERVICE ♦ AGREEMENT

Between Deca, Inc., *Client* and Applied Horticultural Consulting, Inc., an Oregon corporation *Contractor*, hereto referred to as the *Parties* on this 16th day of May 2017.

For contract business services from Applied Horticultural Consulting, Inc., hereto referred to as the *Contractor*.

SCOPE OF WORK:

The scope of work is limited to preparation of a work product of (1) copy of an arborist's report and tree survey for the site collectively known as City of Oregon City, Oregon Public Works Master Plan. The term of this agreement shall be for a period of 90 days or until the scope of work has been completed and the work product delivered to the *Client* or their assigns.

TERMS:

Payment shall be a fixed amount of \$218.00 per hour as agreed by both parties and shall be due and payable when the services are rendered. Additional payment shall be made for travel to and from the specified site based on a formula of \$0.98 per mile if by automobile. This, plus 1/2 the hourly rate of \$109.00 per hour will cover the door-to-door travel costs. The billing cycle will begin when invoiced at the completion of the scope of work and delivery of the work product. Any unpaid balance from previous invoices shall be considered as over due and may be carried over to the next billing cycle. A service charge of 2% per month, 24% per annum will be added to any unpaid balance.

Any information provided by the *Contractor* shall represent the opinion of the *Contractor*, and fees for services performed shall in no way be contingent upon the reporting of a specified finding, a stipulated result, the occurrence of a subsequent event, nor upon any findings to be reported.

Liabilities for or failure to perform any portion of this agreement which may arise from oversight errors and omissions due to War, Acts of God, or any unavoidable difficulties will not be assumed by Applied Horticultural Consulting, Inc., its successors or assigns.

Any changes in the terms or conditions of this agreement or changes to the scope of work by either party shall be presented in writing and mutually agreed upon prior to the changes becoming effective. The fee may be adjusted accordingly, if necessary.

In the event that collection becomes necessary on any unpaid account, the *Client* will pay for all costs of collection and shall be subject to international law governing such actions. Costs include, but are not limited to, court costs in Clackamas County, Oregon, actual attorney's fees and collection costs whether or not prosecuted to final judgment or incurred on appeal.

Agreed By:

Signature: Title: Company/Individual Name: Date:

Signature: Title: Company Name: Date:

Don Richards (Applied Horticultural Consulting, Inc.)