

**CITY OF OREGON CITY**  
**Amendment No. 1 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 **Thirty-six thousand one hundred ninety and 00/100 dollars (\$36,190.00)**. The total not to exceed amount of the Agreement shall be **One hundred thirteen thousand one hundred eighty-two and 00/100 dollars (\$113,182.00)**.

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


**DECA ARCHITECTURE, INC.**

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

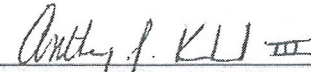
Name: \_\_\_\_\_

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

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

  
David Hyman  
Principal  
6/2/2017

**CITY OF OREGON CITY**

  
Anthony J. Konkol, III  
City Manager  
Date: 5-3-17

Date Authorized by Commission, if applicable:

5/3/17



deca architecture.inc

### ADDITIONAL SERVICE REQUEST (DECA - ASR-01)

**Project:** 2016 Public Works Operations Master Plan Update (CI 16-015)  
**Client:** City of Oregon City  
**Attn:** Martin Montalvo  
**Consultant:** DECA Architecture, Inc.  
**Date:** April 18, 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 |
|----------|-------------|------|
|----------|-------------|------|

Additional architecture and engineering work required to address previous changes to the master plan as a result of neighborhood association input, client requests, stormwater management calculations, landscape design of lower site and future coordination of geotechnical engineering.

**Item**

|   |   |                 |
|---|---|-----------------|
| 1 | DECA  |                 |
|   | Principal: 30 hours @ \$130/hr.                   | \$3,900         |
|   | Senior Technical Architect: 165 hours at \$95/hr. | <u>\$15,675</u> |
|   | Sub-Total DECA                                    | \$19,575        |
| 2 | Lango Hansen (landscape design lower site )       | \$4,950         |
| 3 | 3D Rendering                                      | \$1,600         |
| 4 | HHPR - see attached fee proposal (fee + 10%)      | <u>\$10,065</u> |
|   | <b>TOTAL ASR-01 (Hourly Not-To-Exceed)</b>        | <b>\$36,190</b> |

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

Original Contract Amount: \$76,992

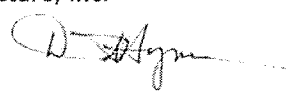
Additional Services To Date:

|  |                  |
|--|------------------|
| DECA-ASR#1                                   | <u>\$36,190</u>  |
| Total <b>REVISED</b> Contract Amount To Date | <b>\$113,182</b> |

Changes Approved By:

Owner's Representative

DECA Architecture, Inc.

|                   |  |
|-------------------|--|
| Signed: _____     | Signed:  |
| Print Name: _____ | Print Name: David Hyman  |
| Title: _____      | Title: Principal   |
| Date: _____       | Date: April 18, 2017   |

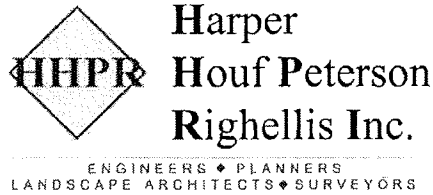
935 SE Alder Street : Portland Oregon 97214 tel 503 239 1987 fax 503 239 6558 deca-inc.com

**EXHIBIT A**

DEC-02

March 23, 2017

David Hyman AIA  
Deca Architects, Inc.  
935 Alder Street  
Portland, Oregon 97214



**RE: ADDITIONAL SERVICES FOR CITY OF OREGON CITY PUBLIC WORKS MASTERPLAN**

HHPR will propose to provide the following additional services for the completion of the Oregon City Public Works Masterplan process.

**Tasks:**

- A. Update Stormwater Management Plan:** HHPR will review the revised site layout and prepare preliminary stormwater calculations using the OC PAC calculator. The revised layout will require some modifications to the storm facility layout.
- B. Update Exhibits:** HHPR will collaborate with the project team to prepare updated Civil engineering layout for the revised masterplan exhibits. The exhibits provide similar information as depicted on the previous masterplan exhibits. The exhibits will be preliminary in nature and will not be considered construction documents. This task assumes up to two additional revisions associated with the geotechnical study results and during the land use process.

HHPR will revise the following Exhibits prior to the application submittal:

- 1. **Preliminary Grading Plan** The grading plan will indicate preliminary finish grade contours for the upper and lower lots.
  - 2. **Preliminary Utility Plan.** The utility plan will include routing and connections for water, sanitary sewers and storm lines.
  - 3. **Right of Way Improvement Plan.** The plan will illustrate improvements to Center Street based on the Local Street section.
- C. Planning Narratives:** HHPR will review and provide comments as needed for the following sections of the Oregon City municipal code:  
Section 12.04 – Streets, Sidewalks and Public Places  
Section 13.12 – Stormwater Management  
Section 15.48 – Grading, Filling and Excavating  
Section 17.47 – Erosion and Sediment Control  
Chapter 17.52 – Off Street Parking and Loading
- D. Geotechnical Review:** HHPR will work with the team to coordinate with the geotechnical consultant and review associated reports. Report review may include recommendations for changes to the site layout.
- E. Meetings and Hearings:** HHPR will attend one meeting with the project team meeting and up to two public hearings. Fees for meetings and hearings will be on a time and materials basis. An estimate is provided below based on three meetings, 3 hours in length including travel time.

**Estimated Fees:**

|                                       |                    |
|---------------------------------------|--------------------|
| Task A: Update Stormwater Management: | \$2,500.00         |
| Task B: Exhibits:                     | \$3,500.00         |
| Task C: Planning Narratives:          | \$ 850.00          |
| Task D: Geotechnical Review:          | \$ 500.00          |
| Task E: Meetings and Hearings:        | \$1,600.00         |
| Expenses:                             | \$ 200.00          |
| <b>Total</b>                          | <b>\$ 9,150.00</b> |

**EXHIBIT A**

**Rate Schedule**

Project Manager @ \$180.00 / hr.  
CAD Tech. @ \$ 80.00 / hr.  
Clerical @ \$85.00 / hr.

Civil Designer @ \$110.00 / hr.  
Civil Engineer @ \$145.00 / hr.  
Mileage @ \$0.535/mile

**Assumptions and Exclusions:**

- Additional meetings beyond those included above will be billed on a time and materials basis.
- No traffic engineering or studies are included.
- All drawings will be considered schematic in nature.
- No construction plans for construction permitting is included.
- No geotechnical review limited to coordination and report review.
- No land surveying services are included.

**Agreement**

Changes to the assumptions or project description that result in revisions to our work will be considered additional services. Fees will be billed on a time and materials basis. This is not a lump sum contract and HHPR will only bill for actual hours worked. Fees for each task may vary but the overall fees will not exceed the total without prior consent.

Harper Houf Peterson Righellis Inc. will bill monthly for the work completed. Payment is expected within 30 days of invoice date. Past due amounts will be subject to an interest charge of 1½ percent per month.

If this proposal meets with your approval, please sign in the space below and return a copy for our records. Receipt of the signed copy constitutes our notice to proceed.

Harper Houf Peterson Righellis Inc.

Deca Architecture, Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_