

**CITY OF WILSONVILLE
THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

Brown Road Improvements Project

This Third Amendment to Professional Services Agreement (“Third Amendment”) is effective on _____ (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), the **Urban Renewal Agency of the City of Wilsonville**, a political subdivision of the State of Oregon (hereinafter collectively referred to as the “City”), and **Harper Houf Peterson Righellis, Inc.**, an Oregon corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on September 9, 2024, relating to the Brown Road Improvements Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on March 10, 2025; and

WHEREAS, the City entered into a Second Amendment to Professional Services Agreement (“Second Amendment”) with Consultant on September 25, 2025; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described (“Additional Services”); and

WHEREAS, the City and Consultant anticipate that additional time is needed to complete the Services stated in the Agreement and the Additional Services described in this Third Amendment; and

WHEREAS, Consultant represents that Consultant is qualified to perform the Additional Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such Additional Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to June 30, 2027.

Resolution No. 3232 Exhibit A

Section 2. Additional Services to be Provided

Consultant will perform the Additional Services for the Project, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, pursuant to all original terms of the Agreement, except as modified herein.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Third Amendment shall be completed by no later than June 30, 2027.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **Two Hundred Forty Thousand Four Hundred Six Dollars and Thirty Cents (\$240,406.30)**, for performance of the Additional Services (“Third Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the Second Amendment, equals a total not-to-exceed amount of **Nine Hundred Seventy-Two Thousand Six Hundred Fifty-One Dollars and Forty-Six Cents (\$972,651.46)** for the performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the Second Amendment, is hereby deleted and replaced with the term “Total Compensation Amount” as defined above. Consultant’s estimate of time and materials is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 5. All Other Terms

All of the other terms and conditions of the Agreement, First Amendment and Second Amendment shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Third Amendment.

Resolution No. 3232 Exhibit A

The Consultant and the City hereby agree to all provisions of this Third Amendment.

CONSULTANT:

HARPER HOUF PETERSON RIGHELLIS, INC.

By: _____

Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

URBAN RENEWAL AGENCY

URBAN RENEWAL AGENCY OF THE
CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

Resolution No. 3232 Exhibit A
EXHIBIT A- ADDITIONAL SERVICES

Task 11 Right-of-Way and Easement Acquisition Support

Task 11.2 – Private Property Improvement Design and Coordination

The Consultant shall prepare exhibits for private improvements including driveways and parking areas for City use in right-of-way negotiations. Improvements agreed upon in the right-of-way process will be incorporated into final construction plan set.

Task 12 Construction Phase Services

Task 12.1 – Construction Project Management

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City's project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks and funding sources. For the purpose of this scope, construction is anticipated to last 12 months. The Consultant shall provide services including the following items:

- Communicate clearly and regularly with the City's project manager.
- Submit monthly invoices/payment requests; separate costs by tasks.

Task 12.2 – Construction Meetings

Consultant will attend the Project's pre-construction meeting and weekly construction meetings, to be scheduled on-site or at the City. For the purpose of this scope, we anticipate 6 months of every week construction meetings and 6 months of once per month construction meetings (31 meetings).

Deliverables

The Project deliverables will include:

- Meeting notes
- Answers to any questions arising from the meetings

Task 12.3 - Construction QC Surveying

Consultant will provide quality control construction survey work as directed by the City. A budget of three field days is assumed.

Deliverables

The project deliverables include:

- AutoCAD drawings as requested of quality control points.

Task 12.4 –Construction Engineering

- Consultant shall provide submittal review as requested by the City Project Manager. Reviewed submittals will be returned to the City Project Manager.
- Consultant will conduct periodic site visits as necessary to determine whether construction activities are consistent with the approved plans and specifications. For the purpose of this scope, we anticipate up to 10 site visits.
- Consultant shall clarify construction plans or specifications upon requests by the City.
- Consultant shall process Requests For Information (RFI's) and respond to requests for clarifications from the contractor or City personnel.

Resolution No. 3232 Exhibit A

- Consultant shall produce revised plans and details as directed by the City Project Manager based on changes in field conditions, unforeseen conflicts, or changes to the plans authorized by the City Project Manager.
- As requested by the City Project Manager, Consultant shall review Contractor invoices for the appropriateness of the invoice compared to actual completion of bid items.
- As requested by the City Project Manager, Consultant shall review Contractor Change Order Requests for appropriateness compared to approved plans and specifications.
- Consultant shall participate in a full project walk-thru at time of Substantial Completion, and assist the City in preparing the Substantial Completion Punch List.

Task 12.5 –Consulting Arborist Services

- Consultant shall provide consultation during construction to monitor and document tree protection and provide the contractor with on-the-ground recommendations as needed. Each site visit will be followed by submittal of a tree protection monitoring report. This scope assumes up to 50 hours of consulting labor.

Task 12.6 – As-Built Survey and Drawings

Consultant will provide asbuilt surveying for the project after construction is complete, including the following:

- Establish survey control network for asbuilt survey
- Survey all visible utility structures
- Measure invert elevations of storm and sanitary structures
- Survey location of signal poles and light poles
- Mapping of face of curb at all points of tangency and points of curvature
- Deliverables to include: AutoCAD drawing with asbuilt points/measurements

Prepared As-built plans based on RFIs, Drawing Revisions and as-built survey data.

Deliverables

The project deliverables include:

- AutoCAD copy, current version, of 'As-Built' plans
- Digitally signed PDF copy of 'As-Built' plans

Task 12.7 – Post-Construction Survey Work

Provide survey services, to meet the requirements of ORS 209.155, for post-construction monumentation of centerline and new right-of-way, and file a record of survey with Clackamas County. The Post-Construction Survey will include the location and description of all survey monuments that were disturbed or destroyed during construction, re-setting of disturbed/destroyed monuments as required, and setting of centerline and newly acquired right-of-way monuments. Monument boxes for centerline shall be obtained and installed by the contractor. Once installed, the monuments will be set inside the boxes. We anticipate approximately 14 monument boxes for this project.

Resolution No. 3232 Exhibit A

Deliverables

The project deliverables include:

- Post-Construction Record of Survey (including map and narrative) recorded with the Clackamas County Surveyors Office.

EXHIBIT B - ADDITIONAL RATES

Resolution No. 3232 Exhibit A

Brown Road Improvements
Construction Phase Services
City of Wilsonville

Harper Houf Peterson Righellis Inc.
December 5, 2025

TASK DESCRIPTIONS

| Harper Houf Peterson Righellis, Inc. | | | | | | | | | | | | | | | | HHPR Subtotal |
|---------------------------------------------------------------|--------------------------|------------------|----------------|------------------|-------------------|-------------------|--------------------------|----------|---------------------|----------------------------|----------------|----------------|----------|--------------|-----------|------------------|
| Project Manager | Quality Control Engineer | Project Engineer | Civil Engineer | Project Surveyor | Survey Technician | Survey Crew Chief | Survey Instrument Person | Planner | Landscape Architect | Senior Landscape Architect | Civil Designer | Graphic Artist | Clerical | HHPR Labor | Expenses | |
| \$245.00 | \$245.00 | \$230.00 | \$190.00 | \$210.00 | \$165.00 | \$160.00 | \$105.00 | \$165.00 | \$165.00 | \$180.00 | \$160.00 | \$165.00 | \$120.00 | | | |
| Task 11: Right-of-Way and Easement Acquisition Support | | | | | | | | | | | | | | | | |
| 11.2 Private Property Improvement Design and Coordination | 16 | 4 | 40 | 24 | | | | | | | 40 | | | \$ 25,060.00 | \$ - | \$ 25,060 |
| Task 12: Construction Phase Services | | | | | | | | | | | | | | | | |
| 12.1 Project Management | 24 | | 12 | | | | | | | | | | 12 | \$ 10,080.00 | \$ - | \$ 10,080 |
| 12.2 Construction Meetings | 30 | | 90 | | | | | | | | | | | \$ 28,050.00 | \$ 737.80 | \$ 28,788 |
| 12.3 Construction QC Surveying | | | | 4 | 24 | 24 | 24 | | | | | | | \$ 11,160.00 | \$ - | \$ 11,160 |
| 12.4 Construction Engineering | 40 | | 130 | 80 | | | | | | | 60 | | | \$ 64,500.00 | \$ - | \$ 64,500 |
| 12.5 Consulting Arborist Services | | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| 12.5 As-built Survey and Drawings | 8 | | 24 | 24 | 4 | 40 | 40 | 40 | | | 40 | | | \$ 36,480.00 | \$ - | \$ 36,480 |
| 12.6 Post-Construction Survey Work | | | | | 16 | 40 | 50 | 50 | | | | | | \$ 23,210.00 | \$ - | \$ 23,210 |

Total Hours by Staff Type 102 0 256 104 24 104 114 114 0 0 0 140 0 12 \$ 179,880.00 \$ 737.80 \$ 199,277.80

Hourly Rates \$245.00 \$245.00 \$230.00 \$190.00 \$210.00 \$165.00 \$160.00 \$105.00 \$165.00 \$165.00 \$180.00 \$160.00 \$165.00 \$120.00

* Subconsultants include a 5% markup

\$24,990.00 \$0.00 \$58,880.00 \$19,760.00 \$5,040.00 \$17,160.00 \$18,240.00 \$11,570.00 \$0.00 \$0.00 \$0.00 \$22,400.00 \$0.00 \$1,440.00 \$179,880.00

Brown Road Improvements
Construction Phase Services
City of Wilsonville

Harper Houf Peterson Righellis Inc.
December 5, 2025

Resolution No. 3232 Exhibit A

TASK DESCRIPTIONS

| |
|-----------------------------------------------------------|
| Task 11: Right-of-Way and Easement Acquisition Support |
| 11.2 Private Property Improvement Design and Coordination |
| Task 12: Construction Phase Services |
| 12.1 Project Management |
| 12.2 Construction Meetings |
| 12.3 Construction QC Surveying |
| 12.4 Construction Engineering |
| 12.5 Consulting Arborist Services |
| 12.5 As-built Survey and Drawings |
| 12.6 Post-Construction Survey Work |

| DKS Associates | | | | | | | DKS Subtotal |
|---------------------|-----------------|------------------|--------------------------------------|----------|--------------|-----------|--------------|
| Principal In Charge | Project Manager | Project Engineer | Tech = Graphics Tech (Tech Level AD) | Admin | DKS Labor | Expenses | |
| \$300.00 | \$215.00 | \$175.00 | \$165.00 | \$125.00 | | | |
| 1 | 8 | | | 8 | \$ 3,020.00 | \$ - | \$ 3,171 |
| 1 | 12 | 6 | | 2 | \$ 4,180.00 | \$ 200.00 | \$ 4,569 |
| | | | | | \$ - | \$ - | \$ - |
| 4 | 30 | 50 | 8 | 4 | \$ 18,220.00 | \$ 200.00 | \$ 19,341 |
| | | | | | \$ - | \$ - | \$ - |
| 1 | 4 | 8 | 6 | | \$ 3,550.00 | \$ 50.00 | \$ 3,780 |
| | | | | | \$ - | \$ - | \$ - |

Total Hours by Staff Type

| | | | | | | | |
|---|----|----|----|----|--------------|-----------|-------------|
| 7 | 54 | 64 | 14 | 14 | \$ 28,970.00 | \$ 450.00 | \$30,891.00 |
|---|----|----|----|----|--------------|-----------|-------------|

Hourly Rates

| | | | | |
|----------|----------|----------|----------|----------|
| \$300.00 | \$215.00 | \$175.00 | \$165.00 | \$125.00 |
|----------|----------|----------|----------|----------|

* Subconsultants include a 5% markup

| | | | | | |
|------------|-------------|-------------|------------|------------|-------------|
| \$2,100.00 | \$11,610.00 | \$11,200.00 | \$2,310.00 | \$1,750.00 | \$28,970.00 |
|------------|-------------|-------------|------------|------------|-------------|

**Brown Road Improvements
Construction Phase Services
City of Wilsonville**

**Harper Houf Peterson Righellis Inc.
December 5, 2025**

Resolution No. 3232 Exhibit A

TASK DESCRIPTIONS

| |
|---------------------------------------------------------------|
| Task 11: Right-of-Way and Easement Acquisition Support |
| 11.2 Private Property Improvement Design and Coordination |
| Task 12: Construction Phase Services |
| 12.1 Project Management |
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| 12.5 Consulting Arborist Services |
| 12.5 As-built Survey and Drawings |
| 12.6 Post-Construction Survey Work |

| Morgan Holen & Associates | | | | TOTAL PER TASK |
|--------------------------------------|-------------|----------|-----------------|----------------|
| Morgan Holen, Consulting Arborist | MHA Labor | Expenses | | |
| \$195.00 | | | MHA Subtotal | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| 50 | \$ 9,750.00 | \$ - | \$ 10,237.50 | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| Total Hours by Staff Type | | | | \$ 240,406.30 |
| | \$ 9,750.00 | \$ - | \$ 9,750.00 | |

* Subconsultants include a 5% markup