



**AGENDA BILL 2014-04-21-03**

**Subject:** Police Station Project Management Contract Addendum

**For Council:** April 21, 2014

**Land Use Case Number:** N/A

**Public Hearing**

**Required:**

**Optional:**

**City Manager's Initials:** *CJ*

**Attachments:**

1. Contract Addendum

**Initiated by:**

- Administration

**Budget Impact:**

- \$22,000

**Sustainability Considerations:**

- None

**Policy Question(s) for Council Consideration:**

- None

**Summary:**

- The original Agreement for project management services, design development, public approval and construction of the police station was for \$98,600.
- Due to unanticipated work beyond the original scope of work including oil tank mitigation, rebidding the construction contract and additional procurement efforts for storage lockers, additional time and funds are required to complete the police station.
- The additional \$22,000 is within the allowable change order range pursuant to LCRBR 10.075(B).
- This change order puts the total contract value over \$100,000 requiring Council authorization.

**Recommended Motion:**

- Authorize the City Manager to sign the contract addendum with Robert Galante for police station project management.

## **ADDENDUM**

THIS ADDENDUM to the Short Form Personal Services Contract for Police Station Project Management ("Agreement"), originally executed on April 1, 2012, is entered into this \_\_\_\_\_ day of April, 2014, between the City and Consultant.

### **Recitals:**

1. Additional unanticipated work was required beyond the original scope of work due to circumstances beyond Consultant's control. Some of the additional tasks required included: oil tank mitigation, rebidding of the construction contract, and additional procurement efforts for storage lockers.
2. Due to the unexpected oil tank mitigation and rebidding of the construction contract in part, the Police Station is running behind schedule making an extension of the original contract necessary.

### **The Parties agree as follows:**

**Section 1. Duration.** The term of the original Agreement is extended. The Agreement and this Addendum shall expire on August 31, 2014.

**Section 2. Compensation.** City agrees to pay Consultant an amount not to exceed twenty-two thousand dollars (\$22,000), to be charge at a rate of eighty-five dollars (\$85.00) per hour for the additional services in Section 3.

**Section 3. Scope of Work.** The Scope of Work is amended to include the following additional services:

- Contracting for separate demolition contract and oil tank mitigation (originally planned as part of construction contractor services).
- Rebidding the construction contract.
- Coordinating the expanded street project with City Engineering.
- Contracting for oil contamination cleanup.
- Inspecting used storage equipment available for procurement.
- Special Procurement/ Rebidding of building storage systems.
- Reviewing of Change Orders specific to rebid changes.
- Coordinating Change Orders specific to expanded street work.
- Inspecting used storage equipment available from new subcontractor.

**Section 4. Entire Agreement.** The Agreement and this Addendum constitute the entire Agreement. All provisions of the Agreement not in conflict with this Addendum remain in force and effect.

This Addendum was executed by its duly authorized officers, and Consultant has executed this Addendum on the date first written above.

**CONSULTANT**

**CITY OF WEST LINN**

\_\_\_\_\_  
*Robert Galante*

\_\_\_\_\_  
*Chris Jordan, City Manager*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY