

July 24, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Change Order to a Public Improvement Contract with Pacific Sun Construction for drainage improvements to divert standing water at the Haven House. Change Order Value is \$49,925.50 for 2 months. Total Contract Value is \$971,710.18 for 13 months. Funding is through Supportive Housing Services Measure funds. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> • Board approval of FY2023 CDBG Action Plan and Proposed Projects, May 4, 2023, Agenda Item 20230504 V.C.1 • Board approval of Phase 1, September 28, 2023, Agenda Item 20230928 II.D.4 • Original Phase II agreement was approved by the Board, September 5, 2024, Agenda Item 20240905 II.D.9 • Change Order #1 approved, February 6, 2025, Agenda Item 20250206 III.E.1 • Change Order #2 approved by the Department, March 24, 2025 • Change Order #3 approved by the Board, May 15, 2025 		
Performance Clackamas	This item ensures safe, healthy, and secure communities by improving the quality of transitional housing units in Clackamas County.		
Counsel Review	Yes, Amanda Keller	Procurement Review	N/A
Contact Person	Mark Sirois	Contact Phone	(503) 351-7240

EXECUTIVE SUMMARY: On behalf of the Housing & Community Development Division (HCDD), Health, Housing, and Human Services requests the approval of Change Order #4 to the Public Improvement Agreement with Pacific Sun Construction to improve drainage on the property of the Haven House and avoid future repairs.

Haven House, a county-owned, 10-unit transitional housing facility operated by a local non-profit that serves houseless residents exiting incarceration in partnership with Clackamas County Community Corrections. Change Order #4 is needed to make additional improvements to the exterior, diverting standing water away from the building and piping it into the street drainage system. This is necessary to avoid potential damage to the building, as evident during the first rainstorm after completing the other improvements at the site.

Change Order #4 is funded through Supportive Housing Services funding and includes a revised construction budget, materials, and responsibilities to ensure the project is completed on time and meets all regulatory standards. No County General Funds are involved.

For Filing Use Only

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Change Order #4 to the Public Improvement Agreement #11766 with Pacific Sun Construction, LLC, and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing, and Human Services

project is completed on time and meets all regulatory standards. No County General Funds are involved.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Change Order #4 to the Public Improvement Agreement #11766 with Pacific Sun Construction, LLC, and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh
Director of Health, Housing, and Human Services

CHANGE ORDER COVER FORM

Pacific Sun Construction, LLC
506 12th Street
Oregon City, OR 97045

Contractor
 Project Manager
 H3S Admin/ BCC

Project Name: Haven House Project
Project Address: 15170 SE River Road
Milwaukie, OR 97267

Change Order No: 4
Contract Date: 9/05/2024
Change Order Date: 6/30/2025
Notice to Proceed: 9/23/2024

To: Clackamas County Health, Housing and Human Services Dept.
Public Services Building
2051 Kaen Road, 2nd Floor
Oregon City, Oregon 97045

The following changes have been authorized by Clackamas County Health, Housing, and SOLARC Architecture Inc. See the listed change(s) to the project and are deem as changes to the original construction contract:

Change Order #4 items are as follows:

PCO 32) Tree removal.....	\$ 36,343.89
PCO 33) Dumpster & porta potty.....	\$ 1,609.35
PCO 34) Mirrors.....	\$ 225.73
PCO 35) ERV.....	\$ 10,974.19
PCO 36) Drainage Mat.....	\$ 772.34

Pacific Sun Construction Inc. C.O.#4 Total..... \$ 49,925.50

Attached is the supporting documentation from Pacific Sun Construction Inc. for this Change Order.

Original Contract Price	\$ 567,576.20
Net Change by Previous Change Orders	\$ 354,208.48
Contract Price prior to this Change Order	\$ 921,784.48
Contract Price will be (increased) (unchanged) by this Change Order #4	\$ 49,925.50
The new Contract Price including this Change Order will be	\$ 971,710.18

The Contract Time will be increased by this Change Order (60) calendar days. The Substantial Completion Date is (256 days) July 30, 2025), and original Final Completion Date is (295 days) August 13, 2025). Contract End Date for paperwork close-out and retainage release is by October 31, 2025, or sooner.

[Signatures below]

Approved:

by: Jen Barker 6/11/2025
Jen Barker, Co-Owner (date)
Pacific Sun Construction, Inc.

Approved:

by: Nathan D Carter 6/12/2025
Nate Carter, Principle Architect (date)
SOLARC Architecture Inc.

Approved:

by: Amanda Kelly 7/15/2025
County Counsel (date)

Approved:

by: _____
Name/Title (date)
Clackamas County Board



PCCO #004

Project: 1035 - Haven House
 15170 SE River Rd
 Milwaukie, Oregon 97267

DRAFT

Prime Contract Change Order #004: Haven House Change Order #4

TO:	Clackamas County Housing and Community Development Division 2051 Kaen Road Oregon City,	FROM:	Pacific Sun Construction 506 12th St Oregon City, Oregon 97013
DATE CREATED:	5/21/2025	CREATED BY:	Jen Barker (Pacific Sun Construction)
CONTRACT STATUS:	Draft	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	5 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Haven House	TOTAL AMOUNT:	\$49,925.50

DESCRIPTION:

Tree removal and increased perf pipe

1. Labor and material to remove 4 center All Pine trees, cut stumps low to the ground, remove stumps with debris, and grind down 4 stumps
2. Labor and material remove All Pine, Douglas Fir and Ash (lining northern property line, 6 trees total) - Remove all trees, cut stumps low to ground, remove stumps with debris and grind down 6 stumps
3. Material to install 12" perforated pipe wrapped in fabric
4. Labor and material to fill lawn area with 9" of soil

Additional Dumpster & Porta-Potty Rental

- Mirrors

- ERV

- Retaining wall drainage Mat

ATTACHMENTS:

[Dream Quote C:O #1 5.20.25.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
32	Tree removal and increased perf pipe	5 days	\$36,343.89
33	Dumpster & Porta Potty	0 days	\$1,609.35
34	Mirrors	0 days	\$225.73
35	ERV	5 days	\$10,974.19
36	Drainage Mat	1 day	\$772.34
Total:			\$49,925.50

CHANGE ORDER LINE ITEMS:

PCO # 32: Tree removal and increased perf pipe

#	Budget Code	Description	Amount
1	1-10.O Project Manager.Other		\$105.00



PCCO #004

#	Budget Code	Description	Amount
2	1-12.O Superintendent.Other		\$1,150.00
3	2-900.S Landscaping.Commitment	NE Corner Tree Removal - 4 Total	\$11,600.00
4	2-900.S Landscaping.Commitment	North Tree Removal - 6 Total	\$13,155.00
5	2-900.S Landscaping.Commitment	Increase 12" Perf Pipe	\$5,800.00
6	2-900.S Landscaping.Commitment	Fill open area with top soil	\$1,600.00
7	17-20.O Taxes & Insurance		\$550.76
8	17-30.O Bond.Other		\$712.63
9	17-50.O GC Overhead & Profit		\$1,670.50
Grand Total:			\$36,343.89

PCO # 33: Dumpster & Porta Potty

#	Budget Code	Description	Amount
1	2-220.S Dumpster		\$990.90
2	1-523.S Sanitary Facilities.Commitment		\$562.50
3	17-20.O Taxes & Insurance		\$24.39
4	17-30.O Bond.Other		\$31.56
Grand Total:			\$1,609.35

PCO # 34: Mirrors

#	Budget Code	Description	Amount
1	1-10.L Project Manager.Labor		\$52.50
2	10-820.S Bathroom Accessories.Commitment	Mirrors	\$155.00
3	17-20.O Taxes & Insurance		\$3.42
4	17-30.O Bond.Other		\$4.43
5	17-50.O GC Overhead & Profit		\$10.38
Grand Total:			\$225.73

PCO # 35: ERV

#	Budget Code	Description	Amount
1	1-10.O Project Manager.Other		\$105.00
2	1-12.O Superintendent.Other		\$750.00
3	15-900.S HVAC Instruments and Controls.Commitment		\$9,530.00
4	17-20.O Taxes & Insurance		\$166.31
5	17-30.O Bond.Other		\$215.18
6	17-50.O GC Overhead & Profit		\$207.70
Grand Total:			\$10,974.19

PCO # 36: Drainage Mat

#	Budget Code	Description	Amount
1	1-10.L Project Manager.Labor		\$52.50
2	1-12.O Superintendent.Other		\$57.50
3	2-900.S Landscaping.Commitment		\$600.00
4	17-20.O Taxes & Insurance		\$15.14
5	17-30.O Bond.Other		\$11.70
6	17-50.O GC Overhead & Profit		\$35.50
Grand Total:			\$772.34



PCCO #004

The original (Contract Sum)	\$0.00
Net change by previously authorized Change Orders	\$249,788.20
The contract sum prior to this Change Order was	\$249,788.20
The contract sum would be changed by this Change Order in the amount of	\$49,925.50
The new contract sum including this Change Order will be	\$299,713.70
The contract time will be increased by this Change Order by 5 days.	

Nate Carter (Solarc Architecture)

3115 NE Sandy Suite 120
Portland, Oregon

**Clackamas County Housing and
Community Development Division**

2051 Kaen Road
Oregon City,

Pacific Sun Construction

506 12th St
Oregon City, Oregon 97013

Signed by:

Nathan D Carter 6/12/2025
FC2620E984C446D...
SIGNATURE **DATE**

SIGNATURE **DATE**

DocuSigned by:

Jen Barker 6/11/2025
D0E0A63BC5BF48A...
SIGNATURE **DATE**



QUOTE

EST-000709

Dream Landscape LLC

LCB# 100156
 800 NE TERRITORIAL RD
 CANBY Oregon 97013
 U.S.A

Bill To

Barker, Jen
 15170 SE River RD
 Milwaukie
 97267 Oregon

Quote Date : 20 May 2025

Subject :

Heaven House

#	Item & Description	Qty	Rate	Amount
1	Labor and material to remove 4 center All Pine trees cut stumps low to ground, remove stumps with debris and grind down 4 stumps	1.00	11,600.00	11,600.00
2	Labor and material remove All Pine, Douglas Fir and Ash (lining northern property line, 6 trees total) - Remove all trees, cut stumps low to ground, remove stumps with debris and grind down 6 stumps	1.00	13,155.00	13,155.00
3	Material to install 12" perforated pipe wrapped in fabric	1.00	5,800.00	5,800.00
4	Labor and material to fill lawn area with 9" of soil	1.00	1,600.00	1,600.00
			Sub Total	32,155.00
			Total	\$32,155.00

Notes

Looking forward to your business.

Terms & Conditions

Warranty and Tolerances

Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
 Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
 Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information

regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.

Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.

Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the contractor.

Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.

Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.

Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.

Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Contractor: _____ Client: _____
Clemente Santiago

Signature date: _____ Signature date: _____