

**FIRST AMENDMENT TO  
David Evans & Associates, Inc. Personal Service Agreement  
Columbia Boulevard Sidewalk and Safety Improvements, Project No. R-679**

This agreement is entered into this 15<sup>th</sup> day of December 2021, by and between the City, (hereinafter "City"), and David Evans & Associates, Inc., (hereinafter "Contractor").

**RECITALS**

- A. City and Contractor entered into a Personal Service Agreement on February 21, 2020, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The City has determined that additional Scope of Work is necessary to replace an existing culvert and construct a retaining wall adjacent to the new sidewalk.
- C. The Contractor has provided a revised Scope of Work to include the design of the culvert replacement and retaining wall with the plans.
- D. Columbia County will be responsible for costs associated with the design and construction of the culvert replacement per the attached intergovernmental agreement.

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for Work Order No. 1 shall be a not to exceed amount of \$19,071.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 15<sup>th</sup> day of December 2021.

**Contractor**

**City**

Paul Teppen

Rick Scholl, Mayor

Date: 12/7/21

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

Attest:

By: \_\_\_\_\_  
Kathy Payne, City Recorder

Schedule A Engineering Services

DAVID EVANS AND ASSOCIATES  
 Fee Estimate Amendment #1  
 Preliminary & Final Engineering Services

City of St. Helens  
 Columbia Boulevard Sidewalk and Safety Improvements

(See bottom right for classification descriptions)

Task No.	Task Description	Name Classification	Tapanna PM	Johnson PJEN	Calcagno PJEN	Baughman PJEN	Allenburg DRFT	Twile SPEC	Reynolds OFFC	Imiura PJEN	Berger DRFT	Total Hrs	Labor		Non-Labor		Task Total
													Expenses	Sub-Consultants			
Task 1	Project Management & Coordination		6						8			14	\$1,823				\$1,823
1.1	Project Administration		6						8			14	\$1,823				\$1,823
Task 3	Plans, Specifications, and Estimate											128	\$17,248				\$17,248
3.1	Preliminary (60%) Design			2	4	16	16	4		12	10	60	\$7,973				\$7,973
3.2	Advance (95%) Design			2	2	10	10	2		8	6	40	\$5,394				\$5,394
3.3	Final (100%) Design			2	2	8	8	2		4	2	28	\$3,881				\$3,881
<b>TOTAL - NON-CONTINGENCY TASKS</b>													<b>\$19,071</b>			<b>\$19,071</b>	
Total Hours													142				
Billing Rate													\$136.40				
Labor Totals													\$4,638	\$4,216	\$558	\$2,120	
<u>Subconsultants</u>																	
PIC - Principal In-Charge																	
PM - Project Manager																	
OENG - Oic Engineer/Planner/Environmental Spec.																	
PJEN - Project Engineer/Planner/Environmental																	
DENJ - Design Eng/Planner/Environmental																	
SCPJM - Senior Construction Project Manager																	
SPEC - Specification Writer																	
PSVR - Project Surveyor																	
2PER - 2-Person Survey Crew																	
STECH - Sr. Technician/Draftsman																	
DRFT - Technician/Draftsman																	
OFFC - Office Administration																	
Total													\$19,071			\$19,071	

PIC - Principal In-Charge  
 PM - Project Manager  
 OENG - Oic Engineer/Planner/Environmental Spec.  
 PJEN - Project Engineer/Planner/Environmental  
 DENJ - Design Eng/Planner/Environmental  
 SCPJM - Senior Construction Project Manager  
 SPEC - Specification Writer  
 PSVR - Project Surveyor  
 2PER - 2-Person Survey Crew  
 STECH - Sr. Technician/Draftsman  
 DRFT - Technician/Draftsman  
 OFFC - Office Administration

AMENDMENT # 01 to  
**CITY OF ST. HELENS**  
**STANDARD PROFESSIONAL SERVICES CONTRACT**  
(for Architectural, Engineering, Land Surveying and Related Services)

Contract Title: Columbia Boulevard Sidewalk and Safety Improvements

1. This is Amendment No.01 to Contract No. R-679 (as amended from time to time the "Contract") dated **February 21, 2020** between the City of St. Helens hereafter called OWNER, and DAVID EVANS and ASSOCIATES, INC. hereafter called Consultant.
2. The Contract is hereby amended as follows:

The Amendment provides for retaining wall and culvert work:

Contract Exhibit A, **Statement of Work**

**Task 1 – Project Administration**

Consultant shall coordinate and administer the additional work.

**Task 3 – Plans, Specification, and Estimate**

Consultant shall prepare calculations for the selected retaining wall solution and basic structural calculations.

Task 3.1 – Preliminary (60%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

Task 3.2 – Advance (95%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

Task 3.3 – Final (100%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

**DELIVERABLES – Task 3:**

- Retaining wall plan sheets at each submittal, for each wall.
  - Plan sheets will include:
    - Plan and elevation sheet
    - Detail sheet (as needed)
- Retaining wall construction cost estimate
- Retaining wall specifications

**Assumptions:**

- IBC/OSSC for wall structures will be used to determine allowable bearing pressure, and excavation of poor soils below the wall will be required.
- City will provide geotechnical reports for any projects in the City

3. Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Consultant certifies that the representations, warranties and certifications

contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Consultant hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Consultant's correct taxpayer identification; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Consultant is an independent Consultant as defined in ORS 670.600; and (e) the supplied Consultant data is true and accurate.

**CONSULTANT**

By Paul Teppan 12/7/2021  
Title: Associate Date:

**OWNER**

By Mouhamad Zaher 12/7/2021  
Title: Date: