

**THIRD 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 4th day of January 2023, 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 executed Amendment 1 to the Contract on December 15, 2021 after determining that additional Scope of Work necessary for the design to replace an existing culvert and construct a retaining wall adjacent to the new sidewalk.
- C. The City executed Amendment 2 to the contract on August 3, 2022 for separating the culvert work from the sidewalk construction due to permitting issues.
- D. The City desires to retain the services of the Contractor for construction engineering services of the sidewalk and culvert projects for the purposes of monitoring and inspecting the work and providing the City complete "as-constructed" drawings at the end of the projects.
- E. The Contractor has provided a Scope of Work and fee to reflect the additional work required for construction engineering services.

**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 construction engineering services shall be a not to exceed amount of \$45,815.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 4th day of January 2023.

**Contractor**

Paul Tappan

Date: 12/27/22

**City**

Rick Scholl, Mayor

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

Attest:

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

## **Columbia Blvd Sidewalks and Culvert Construction Engineering Services**

### **Statement of Work for Professional Services**

#### **PROJECT DESCRIPTION**

The City of St. Helens was awarded a grant through the Oregon Department of Transportation (ODOT) Safe Routes to School competitive grant program. The project entails construction of approximately 1,100 linear feet of curb and gutter and sidewalk along one side of Columbia Boulevard between Sykes Road and Gable Road, installation of a rapid flashing beacon at the existing crosswalk on Columbia Boulevard near McBride Elementary School and a culvert installation. Construction of this sidewalk will complete a pedestrian connection between the existing sidewalks on Sykes Road and the westerly branch of Columbia Boulevard, to Gable Road.

#### **1. WORK DELINEATION**

##### ***Tasks Provided by City:***

- Project management of overall project
- Approving requests for overrun or increase in project authorization
- Review and comment on submittals
- Provide Consultant with existing project information
- Providing Consultant with Rights of Entry
- Oversee traffic control work

Consultant shall provide all labor, equipment, and materials to provide the Services as outlined in this SOW.

#### **2. WORK TASKS**

##### **Task CE1 Project Management and Coordination**

###### **Task CE1.1 Project Management**

Consultant shall provide project management throughout the duration of the project. This includes the work necessary to guide and direct Consultant's overall processes and Consultant's project team. Consultant shall manage the Consultant's production efforts including administering the contract, monitoring progress, and directing Consultant's quality control activities.

The level of effort for this contract is assumed to be 8 months.

###### ***Production Management***

Consultant shall provide leadership, direction, and control of the Consultant's production efforts. Consultant shall:

- Program, coordinate, and supervise Consultant's project work.

- Direct Consultant's project team with regard to overall project activities and team meetings.
- Maintain liaison and coordination between Consultant, City, and staff.

***Contract Administration***

Consultant shall provide day-to-day administration of Consultant's project contract. Consultant shall:

- Monitor Consultant's project budgets and costs.
- Prepare invoices and backup data.

**Task CE1.1 Consultant Deliverables**

- Monthly invoice and back up data
- Monthly progress report

**Task CE2 Construction and Work Zone Monitoring and Inspection**

**Task CE2.1 Construction Inspection**

Consultant shall observe construction activities related to sidewalk and culvert construction and require compliance with the construction contract documents. Consultant shall provide inspection concurrent with Construction Contractor's operation. Consultant shall coordinate as needed with the Construction Contractor and City to ensure on-site inspections are coordinated with the construction schedule. When requested, consultant shall prepare Daily Progress Report of Construction Contractor's project activity for each day the Consultant is on-site and take digital photos of the Construction Contractor's work throughout the project duration. Consultant shall submit Daily Progress Reports and digital photos on a schedule agreed upon by the Consultant and City.

Onsite construction activities, including travel time will require up to 12-hours/week for one inspector.

The City has an inspection supervisor assigned to the project who is available to the consultant inspector for questions and consultation. The consultant inspector is expected to have weekly contact with the inspection supervisor to keep the consultant inspector advised on the progress of the project construction. The consultant inspector will inform the inspection supervisor of any deviation from the plans or problems that arise during the construction of the bridge.

**Task CE2.1 Consultant Deliverables**

- One (1) electronic copy of complete "as-constructed" contract drawings to the City. Within 90 days after all contract related work and final inspection of the project.
- Daily Inspection Summary (email form) for each week on site (as requested)

**3. DELIVERABLES**

***Project Deliverables:***

The following table lists deliverables and anticipated submittal dates for this project. The numbers of copies and submittal dates are only an estimate and shall be confirmed by Contractor in coordination with City.

<b>TASK</b>	<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>FORMAT</b>
CE1.1	Monthly Invoice and Backup Data	Monthly	.pdf

<b>TASK</b>	<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>FORMAT</b>
CE2.1	“As-Constructed” drawings	Within 90 days of final inspection	.pdf
CE2.1	Weekly Inspection Summary	Weekly (as requested)	email

**CONTRACTOR:**  
**DAVID EVANS AND ASSOCIATES, INC.**

**AGENCY:**  
**CITY OF ST. HELENS**

Signature Paul Tappan  
 Name Paul Tappan, P.E.  
 Title Associate  
 Date 12/27/22

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**Schedule A Engineering Services**

DAVID EVANS AND ASSOCIATES		City of St. Helens											
Fee Estimate		Columbia Blvd Sidewalks and Culvert											
Construction Engineering Services		(See bottom right for classification descriptions)											
Task No.	Task Description	Name Classific	Tapanna PM	Wood OENG	Imamura DENG	Perez PJEN	Berger DRFT	Reynoldo OFFC	Total Hrs	Labor Total	Non-Labor		Task Total
										Expenses	Sub-Consultants		
<b>Task CE1</b>	<b>Project Management &amp; Coordination</b>		12					24	36	\$5,258			\$5,258
CE1.1	Project Management		12					24	36	\$5,258			\$5,258
<b>Task CE2</b>	<b>Construction and Work Zone Monitoring and Inspection</b>		24	21	24	231	24		324	\$38,719	\$1,838		\$40,557
CE2.1	Consultation Inspection		24	21	24	231	24		324	\$38,719	\$1,838		\$40,557
<b>TOTAL - NON-CONTINGENCY TASKS</b>			<b>36</b>	<b>21</b>	<b>24</b>	<b>231</b>	<b>24</b>	<b>24</b>	<b>360</b>	<b>\$43,977</b>	<b>\$1,838</b>		<b>\$45,815</b>
Total Hours			36	21	24	231	24	24	360				
Billing Rate			\$204.14	\$154.23	\$145.70	\$103.85	\$128.96	\$117.03					
Labor Totals			\$7,349.	\$3,239.	\$3,497.	\$23,989.	\$3,095.	\$2,809.					
			<b>Total Labor</b>						\$43,977				
			<b>Direct Non-Labor</b>						\$1,838				
			<b>Sub-Consultants</b>						\$1,838				
			<b>Total Non-Labor</b>						\$1,838				
			<b>Total Estimate:</b>						\$45,815				
			<b>Expenses</b>										
			Mileage (60 miles / round trip, Portland to St. Helens): 2 trips/wk x 21 wks x 70 miles x \$0.625 / mile = \$1838										
									<b>TOTAL NOT TO EXCEED</b>	<b>\$45,815</b>			

PIC - Principal In-Charge  
 PM - Project Manager  
 OENG - Ofc Eng/Planner/Environmental Spec.  
 PJEN - Project Engineer/Planner/Environmentalist  
 DENG - Design Eng/Planner/Environmentalist  
 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