

**SECOND 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 3rd day of August 2022, 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 project requires separating the culvert work from the sidewalk construction due to permitting issues. This amendment provides for splitting the sidewalk and culvert project into two separate projects.
- D. The Contractor has provided a revised Scope of Work and fee to reflect the additional work required to split the sidewalk and culvert project.
- E. 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 splitting the sidewalk and culvert project into two separate projects shall be a not to exceed amount of \$23,016.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.


Dated this 3rd day of August 2022.

Contractor

City



Date: 7/26/2022


Rick Scholl, Mayor

Date: _____

Attest:

By: _____

Kathy Payne, City Recorder

AMENDMENT # 02 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. 02 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 splitting the sidewalk and culvert project into 2 separate projects.

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 separate the culvert and sidewalk project into 2 separate projects to be bid separately.

Task 3.2 – Advance (95%) Design

- Additional effort for water quality calculations and water quality narrative per permit requirements
- Additional effort for water quality swale design and drafting
- Additional effort to split the sidewalk and culvert plan sets, specifications and estimates
- Additional effort for 2 individual QC processes

Task 3.3 – Final (100%) Design

- Additional effort to create 2 individual bid packages
- Additional effort for 2 individual QC processes

DELIVERABLES – Task 3:

- Individual plan sets for the culvert project and for the sidewalk project
- Individual construction cost estimate for each project
- Individual special provisions for each project

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 Tropea 7/26/2022
Title: Associate Date:

OWNER

By _____
Title: _____ Date:

Schedule A Engineering Services

DAVID EVANS AND ASSOCIATES										City of St. Helens					
Fee Estimate Amendment #2										Columbia Boulevard Sidewalk and Safety Improvements					
Preliminary & Final Engineering Services										(See bottom right for classification descriptions)					
Task No.	Task Description	Name Classification	Tapanna PM	Berger DRFT	G-W DENG	Twite SPEC	Reynoldo OFFC	Imamura PJEN	Spielman DRFT	Total Hrs	Labor Total	Non-Labor		Task Total	
												Expenses	Sub-Consultants		
Task 1	Project Management & Coordination		6				8			14	\$2,097			\$2,097	
1.1	Project Administration		6				8			14	\$2,097			\$2,097	
Task 3	Plans, Specifications, and Estimate		8	12	44	18	14	18	50	164	\$20,919			\$20,919	
3.2	Advance (95%) Design		4	6	34	12	8	12	34	110	\$13,904			\$13,904	
3.3	Final (100%) Design		4	6	10	6	6	6	16	54	\$7,015			\$7,015	
TOTAL - NON-CONTINGENCY TASKS			14	12	44	18	22	18	50	178	\$23,016			\$23,016	
Total Hours			14	12	44	18	22	18	50	178	PIC - Principal In-Charge PM - Project Manager OENG - Ofc Eng/Planner/Environmental Spec. PJEN - Project Engineer/Planner/Environmentalst 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				
Billing Rate			\$198.21	\$128.03	\$118.42	\$150.16	\$113.46	\$141.36	\$115.01						
Labor Totals			\$2,775.	\$1,536.	\$5,210.	\$2,703.	\$2,496.	\$2,544.	\$5,751.						
<u>Subconsultants</u>															\$23,016
															\$23,016
											\$23,016				