

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 01

Background Data:

Effective Date of Owner-Consultant Agreement:	<u>July 10, 2025</u>
Effective Date of this Amendment:	<u>January 16, 2026</u>
Owner:	City of St. Helens
Consultant:	Keller Associates, Inc.
Project:	City of St. Helens Reservoir Siting Study KA # 225054-001

Nature of Amendment:

The City of St. Helens requested the expansion of the scope of services identified in the original Owner-Consultant agreement to add property acquisition services. These services are intended to complement the added contingency task 2.6 – Property Valuation Support from the original agreement.

Description of Modifications:

ADD Task 6 – Property Acquisition Services as described below.

TASK 6: PROPERTY ACQUISITION SERVICES

Consultant Responsibilities:

6.1. Property Acquisition Services.

- a. Consultant will utilize the services of a Subconsultant, Commonstreet Consulting, LLC for all property acquisition services.
- b. Consultant will order Preliminary Title Reports (PTR) and review title reports for accuracy. Consultant will perform title review for parcels, inform City of anticipated complexities, and provide title clearing recommendations. Consultant will work with property owners and obtain title clearing documents.
- c. Upon Notice to Proceed, Consultant will deliver General Information Notices (GINs) to owners and occupants via certified mail and regular mail.
- d. All right of way (ROW) will be acquired in the name of the City of St. Helens and offer documents will be on City letterhead. Consultant will conduct negotiations on behalf of the City, in good faith and in compliance with federal and state laws and regulations. Consultant will prepare and present offers in person when possible. When presenting offers in person is not possible, owner offer packet will be mailed certified mail, return receipt requested. Landowners will be provided a minimum of 40 calendar days to review offer. Consultant will make no less than 3 and no more than 6 attempts to acquire the needed rights expeditiously by negotiations. The consultant includes the services from one (1) of the following items 1-3, depending upon the property owner response to the offer packet.
 - 1) IF OFFER is ACCEPTED, Consultant will present a Final Report Packet to include the acquisition of ROW to City for final approval, payment, conveyance of title and recording.
 - 2) IF a COUNTER OFFER is received, Consultant will submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification memo and owner supplied supporting documentation to City for approval. If accepted, Consultant will generate a Final Report Packet for City final approval, payment, conveyance of title, and recording.

3) IF an acceptable agreement is not reached, Consultant will prepare a Recommendation for Condemnation Transmittal.

- e. Consultant will maintain written diary with property owners to document verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

Owner Responsibilities:

- Provide templates for all ROW Task documents as well as deed templates.

Assumptions:

- Consultant does not guarantee possession of the required land rights.
- Schedule will be twelve (12) months from execution of this agreement.
- Up to one (1) offer packet and negotiations will be facilitated by Consultant.
- No residential relocations will be facilitated by Consultant.
- No non-residential relocations will be facilitated by Consultant.
- No personal property only relocations may be facilitated by Consultant.
- Title clearing will be required on one (1) file and it is assumed to require six hours per file.
- No design changes will affect the acquisition assignment.

Deliverables:

- Provide Preliminary Title Reports electronically for up to one (1) parcel.
- Provide title clearing recommendations for up to one (1) files.
- Title clearing and closing documents, as needed.
- Provide up to one (1) General Information Notice (GIN) packet electronically to City and up to one (1) GIN hard copy to landowners and occupants. GIN packet will be on City letterhead and packets will include general information notice, acquisition and relocation brochures, ROW acquisition map or sketch map, an owner information sheet, and a self-addressed, stamped return envelope.
- Provide up to one (1) Proof of Delivery documentation for GINs.
- Up to one (1) copy of owner offer packet. Owner offer packets will include the offer letter, conveyance document, relocation benefit summary, acquisition summary, appraisal, W9, acquisition and relocation brochures, other supporting documentation, and a self-addressed stamped return envelope.
- Up to one (1) Justification Memo, if counter offer is received and Justification Memo is needed.
- Up to one (1) Final Report Transmittal or Recommendation for Condemnation Transmittals. Final Report Transmittal will include original executed conveyance documents, supporting documentation to support the closing process, copies of offer documents, and diary. Recommendation for Condemnation Transmittal to include negotiation summary, all offer documents, supporting documentation, and diary.
- Up to one (1) landowner diary.

Schedule:

- MODIFY project completion schedule to complete in February of 2027. This schedule is approximate and assumes timely delivery of requested information, City reviews as necessary, and coordination.

Compensation Summary:

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
<u>Base Tasks</u>					
Task 1 – Project Management	LS	\$10,900	-	-	\$10,900
Task 2.1 – Siting Study Data Collection	LS	\$2,700	-	-	\$2,700
Tasks 2.2 thru 2.6, 2.8 – Siting Study Primary Analysis	LS	\$130,500	-	-	\$130,500
Tasks 2.9 thru 2.11 – Siting Study Final Analysis	LS	\$91,100	-	-	\$91,100
Task 3 – Technical Memorandum	LS	\$27,300	-	-	\$27,300
Task 4 – City Council Presentations	LS	\$ 6,300	-	-	\$ 6,300
TOTAL BASE COST	-	\$268,600	-	-	\$268,600
<u>Contingency Tasks</u>					
Task 2.7 (Contingency Task) – Property Valuation Support	LS	\$ 11,900	-	-	\$ 11,900
Task 5 (Contingency Task) – Management Reserve	T&M	\$ 13,400	-	-	\$ 13,400
TOTAL CONTINGENCY COST	-	\$25,300	-	-	\$25,300
<u>Added Tasks</u>					
Task 6 – Parcel Acquisition	LS	-	-	\$12,000	\$12,000
TOTAL ADDED TASKS	-	-	-	\$12,000	\$12,000
Total Cost (Base, Contingency, and Added Tasks)	-	\$294,100	-	\$12,000	\$306,100

LS = Lump Sum; T&M = Time and Materials

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF ST. HELENS

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Signature: _____

Name: Peter Olsen

Title: Principal

Address: 245 Commercial St SE, Suite 210
Salem, OR 97301

Telephone: (503) 364-2002

Date: 02/10/2026

 Digitally signed by
Peter Olsen
Date: 2026.02.10
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