

**AMENDMENT NO. 1
TO YAMHILL COUNTY CONTRACT FOR A&E SERVICES**

Contract No. PW23006CON

THIS AMENDMENT is made and entered into this 6th day of February, 2024, by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Public Works Department (“County”), and DAVID EVANS AND ASSOCIATES, INC of 5121 Skyline Village Loop S, Suite 200, Salem OR 97306 (“Contractor”) (collectively, the “Parties”).

WHEREAS, The Parties executed a Professional Services contract on October 30, 2023 for Bridge Repair Services (the “Contract”); and

WHEREAS, The Parties now wish to amend the Contract to add additional scope of work to the Project, which includes traffic control and utility coordination; and

WHEREAS, YCC 3.20.048.0200 grants the County the authority to expand the scope of the Contract without additional solicitation because it is a *Continuation of a Project*; and now, therefore

THE PARTIES hereby agree to amend the Contract as follows:

1. “Exhibit A” is hereby amended to include the supplemental Statement of Work provided in “Exhibit A-1”, attached hereto and incorporated herein.
2. “Exhibit B” is hereby amended to include the supplemental Fee Schedule provided in “Exhibit B-1”, attached hereto and incorporated herein.
3. The Total Contract Amount is hereby increased by \$27,600, with an amended not-to-exceed amount of \$116,736.08.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. The Contractor 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.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment No. 1 on the date indicated by their duly authorized officials.

PROFESSIONAL SERVICES

YAMHILL COUNTY



Signature

Travis Kinney, P.E.

Name (printed)

Project Engineer

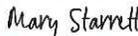
Title

2/06/2024

Date

DocuSigned by:


Chair, LINDSAY BERSCHAUER

DocuSigned by:


Commissioner, MARY STARRETT

DocuSigned by:


Commissioner, KIT JOHNSTON

2/16/2024

Date

APPROVED AS TO FORM:

DocuSigned by:


Jodi Gollehon, Assistant County Counsel

Approved by the BOC on: 2/15/24
via Board Order No.: 24-41

Exhibit A-1

Statement of Work

AMENDMENT BACKGROUND:

The purpose of the amendment is to add temporary traffic control and utility coordination tasks to the project. These services will be necessary for the proposed work and construction staging for repairs to bridges S Fk Chehalem Cr, NE Ribbon Ridge Rd (County Rd101) (Bridge #11660), Chehalem Creek, NE Ribbon Ridge Rd (County Rd 101) (Bridge #11676) and Muddy Creek, Muddy Valley Rd at M.P. 7.25 (Bridge #11727).

Task 1. Project Management and Administration

Only additional effort for coordination is anticipated for Task 1.

Task 4. Temporary Traffic Control

Consultant shall prepare plans, specifications and estimate for temporary traffic control to accommodate the public during construction. The traffic control methods are expected to include full roadway closures with vehicular detours to accommodate the bridge repair work.

The specifications will use the 2024 Oregon Standard Specifications for Construction.

The traffic control task does not include a traffic analysis, permanent markings, mobility considerations, or preparation of a Temporary Pedestrian Accessible Route Plan.

4.1 Advanced Plans, Specs and Estimate

Consultant shall develop contract plans showing repair details, special provisions, and construction cost estimate for Agency review. The design will utilize ODOT Traffic standard drawings as applicable.

It is assumed that up to two 11x17 plans sheets are required. Plans will be prepared in AutoCad Civil3D 2023.

4.1 Deliverables and Schedule

Consultant shall provide:

- Advanced Plans, Special Provisions and Cost estimate delivered to the Agency with Task 3.1.

4.2 Final Plans, Specs and Estimate

Consultant shall update the plans, special provisions and estimate to address agency comments.

4.2 Deliverables and Schedule:

- Stamped PDF Final Plan, Special Provisions and Cost Estimate delivered with task 3.2.

5.0 Utility Coordination

Consultant shall initiate contacts with utilities and coordinate relocation plans needed for construction of the Project. If any utility is nonresponsive or uncooperative, Consultant shall notify County, and County will communicate with the utility to affect a solution.

Consultant shall:

- Determine possible construction conflicts with known utilities.
- Prepare and send preliminary Project plans and a "Utility Conflict Letter and List" to each affected utility or "Project Notification" to utilities within the project area for their review.
- Organize, conduct, prepare for, and attend the following utility facility coordination meetings with utilities within the Project limits: One virtual utility meeting with all utilities and one individual on-site meeting with each utility.
- Perform utility coordination and liaison activities with utility owners/operators for the Project to resolve potential conflicts.
- Prepare and send "Utility Timing Requirements Letter" to each affected utility.
- Review utility relocation plans submitted by utilities for completeness and accuracy.
- Prepare and submit a "Utility Certification Report".

This SOW is not intended to modify the statutory duties associated with underground utilities and construction Projects. Development of extensive electronic mapping or potholing of existing utilities is not included in this SOW. Design of or environmental compliance for relocation of utilities is not included in this SOW.

For estimating purposes, it is assumed that up to 5 utility conflicts will be identified.

Task 5.0 Deliverables and Schedule

- Utility Conflict Letter and List or Project Notification
- Utility Timing and Requirements Letter
- Utility Certification Report submitted with Task 3.2.

FEE FOR SERVICES

The fee for this work will be billed on a Time and Material basis with a not to exceed of \$27,600.

Attachment A Original Contract Fees

YAMHILL COUNTY TIMBER ABUTMENT REPAIRS 2023 ESTIMATE OF PROFESSIONAL SERVICES YAMHILL COUNTY PUBLIC WORKS David Evans and Associates, Inc.														
Task	Rate	\$197.13	\$158.02	\$201.42	\$150.47	\$199.37	\$107.30	\$230.00	\$240.00	\$190.00	\$100.00	Total Hours	Expenses	Total Costs
	Project Manager and Task Leader	Bridge Engineer	Checker	CADD Technician 5	Quality Manager	Project Coordinator 3	Proj Manager	Sr. Natural Resource Specialist	Natural Resource Tech	Clerical				
1.1 Project Management and Administration	Travis Kinney	Antonio Mitterio	Josh Goodall	Dustin Altenburg	Michelle Phelps	Stephanie Yuzlie	AKS	AKS	AKS	AKS				
1.1 Admin & Record Keeping (Invoicing)	4.0	0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	14.0		\$1,861.52
1.2 Coordination	28.0	0.0	0.0	0.0	7.0	5.0	0.0	0.0	0.0	0.0	0.0	40.0		\$7,031.73
Total Hours	32.0	0.0	0.0	0.0	7.0	15.0	0.0	0.0	0.0	0.0	0.0	54.0		
Total Cost This Task	\$6,308.16	\$0.00	\$0.00	\$0.00	\$975.59	\$1,609.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$8,883.25
2.0 Bridge Review and Inspection														
2.1 Field Inspection	11.0	12.0	0.0	0.0	0.0	0.0	2.0	12.0	12.0	0.0	0.0	49.0	\$91.70	\$8,816.37
2.2 Regulatory Permitting Scoping	3.0	0.0	0.0	0.0	0.0	0.0	2.0	4.0	24.0	2.0	2.0	35.0		\$5,331.39
Total Hours	14.0	12.0	0.0	0.0	0.0	0.0	4.0	16.0	36.0	2.0	2.0	84.0		
Total Cost This Task	\$2,759.82	\$1,656.24	\$0.00	\$0.00	\$0.00	\$0.00	\$920.00	\$3,840.00	\$4,680.00	\$200.00	\$200.00		\$91.70	\$14,147.76
3.0 Bridge Design														
3.1 Advanced PS&E	40.0	123.0	26.0	164.0	0.0	0.0	2.0	8.0	0.0	0.0	0.0	363.0		\$57,155.66
3.2 Final PS&E	6.0	17.0	8.0	19.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	54.0		\$5,939.41
Total Hours	46.0	140.0	34.0	183.0	0.0	0.0	4.0	10.0	0.0	0.0	0.0	417.0		
Total Cost This Task	\$9,067.98	\$19,322.80	\$6,848.28	\$27,536.01	\$0.00	\$0.00	\$920.00	\$2,400.00	\$0.00	\$0.00	\$0.00		\$0.00	\$66,095.07
PROJECT SUMMARY														
Total Project Hours	92.0	152.0	34.0	183.0	7.0	15.0	8.0	26.0	36.0	2.0	2.0	555.0		
Total Salary Cost	\$18,135.96	\$20,979.04	\$6,848.28	\$27,536.01	\$975.59	\$1,609.50	\$1,840.00	\$6,240.00	\$4,680.00	\$200.00	\$200.00		\$91.70	\$89,136.08
TOTAL ESTIMATE														\$89,136.08
														ROUNDED ESTIMATE
														\$89,200.00

B.D. 24-41
Exhibit A

Attachment B Amendment 1 Fees

YAMHILL COUNTY TIMBER ABUTMENT REPAIRS 2023 ESTIMATE OF PROFESSIONAL SERVICES YAMHILL COUNTY PUBLIC WORKS David Evans and Associates, Inc.									
Task	Rate	\$197.13	\$104.23	\$145.93	\$150.83	\$139.37	\$107.30		
	Project Manager and Task Leader	Traffic Engineer	Traffic Lead	Project Manager 1 (Utility Coordinator)	Quality Manager	Project Coordinator 3	Total Hours	Expenses	Total Costs
1.1 Project Management and Administration	Travis Kinney	Trevor Deford	Scott Sinclair	Chris Weber	Michelle Phelps	Stephanie Yutzie			
1.1 Admin & Record Keeping (Invoicing)							0.0		\$0.00
1.2 Coordination	13.0					3.0	16.0		\$2,884.59
Total Cost This Task	\$2,562.69	\$0.00	\$0.00	\$0.00	\$0.00	\$321.90	16.0	\$0.00	\$2,884.59
4.0 Temporary Traffic Control									
4.1 Advanced PS&E		24.0	12.0				36.0		\$4,252.68
4.2 Final PS&E		6.0	4.0				10.0		\$1,209.10
Total Cost This Task	\$0.00	\$3,126.90	\$2,334.88	\$0.00	\$0.00	\$0.00	46.0	\$0.00	\$5,461.78
5.0 Utility Coordination									
Total Hours	15.0	0.0	0.0	108.0	0.0	0.0	123.0	\$366.80	\$19,613.39
Total Cost This Task	\$2,956.95	\$0.00	\$0.00	\$16,289.64	\$0.00	\$0.00	123.0	\$0.00	\$0.00
PROJECT SUMMARY									
Total Project Hours	28.0	30.0	16.0	108.0	0.0	3.0	185.0		
Total Salary Cost	\$5,519.64	\$3,126.90	\$2,334.88	\$16,289.64	\$0.00	\$321.90		\$0.00	\$27,592.96
TOTAL ESTIMATE								TOTAL ESTIMATE	\$27,592.96
ROUNDED ESTIMATE								ROUNDED ESTIMATE	\$27,600.00

B.P. 24-41
Exhibit B.