

**AMENDMENT NO. 2  
TO YAMHILL COUNTY CONTRACT FOR A&E SERVICES**

**Contract No. PW23006CON**

**THIS AMENDMENT** is made and entered into this 16<sup>th</sup> day of July, 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 executed an amend the Contract No. 1 to add additional scope of work to the Project, which includes traffic control and utility coordination; and

WHEREAS, YCC 3.20.048.0200 allows the County to expand the scope of the Contract without additional solicitation because this Amendment No. 2 meets the exemption requirements of a “Continuation of Project”; and now, therefore

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 scope 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 \$25,000, with an amended not-to-exceed amount of \$141,736.08.

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.

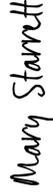
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**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed, this Amendment No. 1 on the date indicated by their duly authorized officials.

**PROFESSIONAL SERVICES**

  
 Signature \_\_\_\_\_  
 Travis Kinney, P.E.  
 Name (printed) \_\_\_\_\_  
 Project Engineer  
 Title \_\_\_\_\_  
 7/18/24  
 Date \_\_\_\_\_

**YAMHILL COUNTY**

DocuSigned by:  
  
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 Chair, LINDSAY BERSCHAUER  
 DocuSigned by:  
  
 8E58D7AC247A5476...  
 Commissioner, MARY STARRETT  
 DocuSigned by:  
  
 8E58D7AC247A5476...  
 Commissioner, KIT JOHNSTON  
 8/6/2024  
 Date \_\_\_\_\_

APPROVED AS TO FORM:

Signed by:  
  
 462944669945442B...  
 Jodi Gollehon, Assistant County Counsel

**Approved by the BOC on:  
08/01/2024**

**via Board Order No.: 24-226**

## Exhibit A1: Statement of Work and FEE

### AMENDMENT BACKGROUND:

The purpose of the amendment is to add Construction Engineering Inspection (CEI) Services for the NE Ribbon Ridge Rd Bridge Maintenance Bundle. Yamhill County (Agency) will administer the construction contract with support from David Evans and Associates, Inc. (Consultant) providing construction inspection and engineer of record (EOR) services.

### Task 6. Project Management and Administration of CEI Services

This activity is continuous throughout the duration of these CEI Services. Consultant shall guide and direct the CEI Services and Consultant's team in conformance with all applicable requirements of the CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the Project and CEI Services.

#### Task 6.1 Coordination

Consultant shall provide leadership, direction, and control of these CEI Services.

Consultant shall:

- Direct Consultant's team with regards to overall CEI activities and team meetings.
- Maintain liaison, communication, and coordination between Consultant's staff, Agency Project Manager, and Construction Contractor (CC) to facilitate timely, efficient operations for all involved.

#### 6.1 Consultant Deliverables and Schedule

- On-going coordination and communication as needed to appropriately manage the CEI Services (no tangible deliverables for this task).

#### Task 6.2 Status Reports and Invoices

Consultant shall prepare up to four (4) Monthly Status Reports throughout the duration of the CEI Services.

The Monthly Status Report must:

- Describe the previous month's Consultant activities.
- Describe the planned activities for the next month.
- Identify any issues or concerns that may affect the CEI Services and budget or the Project schedule and Project budget.

Consultant shall submit the Monthly Status Reports to APM with the monthly Consultant invoice.

#### Task 6.2 Consultant Deliverables

- Monthly Status Report – Submitted to APM with the monthly invoice no later than the 25th calendar day of the month following the reporting month.

## Task 7 Engineering and Inspection (CEI)

Consultant shall support the Project's needs by providing CEI Services required for the County to certify, at Second Notification and Third Notification that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record ("POR") as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

### Task 7.1 Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted via email by the Construction Contractor (CC). Consultant shall log in the submittal when it arrives, track the submittal to facilitate a timely response, and log out the reviewed submittal when it is returned to the APM. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35 and the ODOT Construction Manual, Chapter 16 – Working Drawings.

Consultant shall:

- Maintain 1 of the as-submitted copies in the Project files
- Conduct review and prepare mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked per the Specifications in 00150.35 and the ODOT Construction Manual, Chapter 16 – Working Drawings.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Specifications in 00150.35:

- Bridge jacking work plan
- Bridge removal plan
- Timber pile repair plan
- Steel erection plan
- Steel pile driving equipment data form
- Material Submittals of Structural Items
- Structural steel shop drawings

### Task 7.1 Consultant Deliverables

- Return electronic-copy submittals and shop drawings with comments:
  - One (1) copy to APM
  - One (1) copy maintained in Project Files

### Task 7.2 Consultation During Construction

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information ("RFIs"). The design consultation will occur only as required and may be ongoing throughout the CEI Services and the Project.

Upon request of the Agency during construction, Consultant shall:

- Clarify construction contract documents.

- Respond to field inquiries.
- Engage the services of the POR on all matters involving design changes.
- It is assumed the bridge EOR will make one (1) site visit to help resolve an issue in the field.

**NOTE: Design requests must be initiated by either Agency or Consultant using a Change Request Form or an RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the APM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant's cost, the estimated construction cost, and the cause of the change.**

**Assumptions for Budgeting Purposes:** This task assumes up to 3 RFIs, each requiring up to 3 hours of staff time for preparation and documentation of the response.

#### Task 7.2 Consultant Deliverables

- Written documentation of responses to Agency inquiries. Submit 1 copy to APM within 2 business days of inquiry, unless other delivery date is agreed to by APM.

#### Task 8 Work Zone Monitoring and Inspection

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections, so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents.

Consultant shall have ODOT certified Inspector(s) on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction contract requirements.

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance

#### Task 8.1 Construction Activity Monitoring

Consultant shall provide intermittent monitoring of construction activities during construction of the Project utilizing ODOT-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall coordinate closely with CC so on-site inspections do not impact the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital

photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by Agency.

- Consultant will provide intermittent inspection, providing inspection during the full road closure when the Contractor is actively working on key items. For estimating purposes, it is assumed that 100 hours is sufficient.

#### Task 8.1 Consultant Deliverables

- General Daily Progress Reports – Completed each day Consultant is on-site. Submitted to Agency within 2 business days of work.
- Current Digital Photos of construction activities will be collected and sorted in separate files for each date taken.– Make available for Agency review as requested. Submit all photos with the final Project documentation.

### FEE FOR SERVICES

The fee for this work will be billed on a Time and Material basis with a not to exceed of \$25,000.

**YAMHILL COUNTY TIMBER ABUTMENT REPAIRS 2023  
ESTIMATE OF PROFESSIONAL SERVICES  
YAMHILL COUNTY PUBLIC WORKS  
David Evans and Associates, Inc.**

	Rate	\$207.36	\$145.66	\$144.09	\$109.29			
Task	Project Manager and Task Leader	Construction Inspection	Quality Manager	Project Coordinator 3	Total Hours	Expenses	Total Costs	
	Travis Kinney	Luke Lockwood	Michelle Phelps	Stephanie Yutzie				
<b>6.0 Project Management and Administration of CA/CEI Services</b>								
6.1 Coordination	6.0		2.0		8.0		\$1,532.34	
6.2 Status Reports and Invoices	2.0		2.0	12.0	16.0		\$2,014.38	
	Total Hours	8.0	0.0	4.0	12.0	<b>24.0</b>		
	<b>Total Cost This Task</b>	\$1,658.88	\$0.00	\$576.36	\$1,311.48		<b>\$0.00</b>	<b>\$3,546.72</b>
<b>7.0 CA/CEI</b>								
7.1 Shop Drawing and Submittal Review	4.0	18.0			22.0		\$3,451.32	
7.2 Consultation During Construction	3.0	13.0			16.0	\$46.90	\$2,562.56	
	Total Hours	7.0	31.0	0.0	0.0	<b>38.0</b>		
	<b>Total Cost This Task</b>	\$1,451.52	\$4,515.46	\$0.00	\$0.00		<b>\$46.90</b>	<b>\$6,013.88</b>
<b>8.0 Construction Environmental Compliance &amp; Work Zone Monitoring &amp; Inspection</b>								
8.1 Construction Activity Monitoring		100.0			100.0	\$797.30	\$15,363.30	
	Total Hours	0.0	100.0	0.0	0.0	<b>100.0</b>		
	<b>Total Cost This Task</b>	\$0.00	\$14,566.00	\$0.00	\$0.00		<b>\$797.30</b>	<b>\$15,363.30</b>
<b>Non-Contingency Summary</b>								
	<b>Total Project Hours</b>	15.0	131.0	4.0	12.0	162.0		
	<b>Total Salary Cost</b>	\$3,110.40	\$19,081.46	\$576.36	\$1,311.48		\$844.20	\$24,923.90
						<b>TOTAL ESTIMATE</b>		<b>\$24,923.90</b>
						<b>TOTAL ESTIMATE</b>		<b>\$24,923.90</b>
						<b>ROUNDED ESTIMATE</b>		<b>\$25,000.00</b>