

MODIFICATION #4 TO
PROFESSIONAL SERVICES AGREEMENT #4572
TILLAMOOK COUNTY AND DOWL
DESIGN ENGINEERING FOR NESKOWIN ALTERNATE ACCESS

This Agreement Modification, hereafter "modification #4", is entered into by and between DOWL, hereafter "contractor" and Tillamook County, hereafter "county", pursuant to ORS 203.010. The parties entered into a Professional Services Agreement on May 6, 2015. The parties intend this modification to modify their earlier agreement only as to their expressions herein. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

(~~Strike through text~~ indicates removals and *italicized text* indicates additions).

2. AGREEMENT PRICE AND AMOUNT

The price for the services provided by contractor shall be an amount not to exceed ~~Nine Hundred Six Thousand Eight Hundred Seventy-Six and 11/100 Dollars (\$906,876.11)~~ *Nine Hundred Fifty-One Thousand Two Hundred Forty-Eight and 10/100 Dollars (\$951,248.10)*.

4. AGREEMENT DOCUMENTS

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

- 4.1 This Agreement;
- 4.2 Project Proposal; and
- 4.3 Revised Proposal Dated December 3, 2018;
- 4.4 Amended Statutory Public Contract Provisions;-
- 4.5 Revised Proposal Dated November 24, 2020; *and*
- 4.6 *Revised Proposal Dated August 13, 2021.*

All provisions of the underlying agreement not otherwise modified by this document remain in full force and effect and are incorporated herein by reference.

Acknowledgement: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.


Approved as to form and content this 30th day of August, 2021.


Contract Officer

MODIFICATION #4 TO
PROFESSIONAL SERVICES AGREEMENT #4572
TILLAMOOK COUNTY AND DOWL
DESIGN ENGINEERING FOR NESKOWIN ALTERNATE ACCESS

Dated this 30 day of AUGUST, 2021.

CONTRACTOR: DOWL



Jason Kelly, PE
Senior Project Practice Area Leader
5000 Meadows Road suite 420
Lake Oswego, OR 97035
jkelly@dowl.com

Dated this ____ day of _____, 2021.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

Mary Faith Bell, Chair

____ ____ /

David Yamamoto, Vice-Chair

____ ____ /

Erin D. Skaar, Commissioner

____ ____ /

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

Joel W. Stevens
County Counsel



August 13, 2021

Chris Laity, PE
Director of Public Works
Tillamook County Public Works
503 Marolf Loop
Tillamook, OR 97141

RE: Neskowin Emergency Egress Project: Modification 4
DOWL Job No. 0097-0086.50

Dear Chris:

The following outlines additional effort for 3 separate work elements outside the original contract:

- Work necessary to complete the permit required fish salvage for Stage 2
- Management, coordination, and hazardous material consultation and testing for unforeseen material discovered onsite
- Project Closeout tasks including structure load ratings

The original construction engineering scope of work did not include work in year 2 of the project specifically project closeout and fish salvage for tributary 1. The Contractor proposed to perform the work in 1 calendar year vs the originally 2 specified. This modification includes time to complete year 2 tasks that was not originally scoped (fish salvage, load ratings and closeout).

On Friday July 16, 2021 while the Contractor was excavating for the 2nd half of the channel restoration work at Butte Creek, they encountered woody debris within the containment which produced an oily sheen. The material was found to be hazardous following testing, and the soil, debris and water was handled and disposed of properly and channel restoration completed on August 10, 2021. The Consultant provided technical support, sampling, testing, coordination and management for contaminated soil and groundwater encountered during the culvert replacement at Butte Creek.

This modification increases the contract by \$44,372 bringing the total contract amount to \$951,248.10.

CONSULTANT:
DOWL, LLC.

OWNER:
Tillamook County Public Works

Sign/Date
Jason Kelly, P.E.
Senior Project Manager

Sign/Date
Chris Laity, P.E.
County Engineer



August 13, 2021

Chris Laity, PE
Director of Public Works
Tillamook County Public Works
503 Marolf Loop
Tillamook, OR 97141

RE: Neskowin Emergency Egress Project: Modification 4
DOWL Job No. 0097-0086.50

Dear Chris:

DOWL appreciates the continued opportunity to assist Tillamook County (County) with the construction of the Neskowin Emergency Egress Project. This letter contains DOWL's proposed scope and estimated fee to complete all fish salvage operations during construction as well as the additional effort to resolve the hazardous material discovery and project closeout including structure load ratings.

PROJECT BACKGROUND AND UNDERSTANDING

The project background and understanding are unchanged from prior modifications. The Project was awarded to West Coast Contractors, Inc. (Contractor) in February 2021 and they mobilized onsite to begin work on the Project the first week of May 2021. The Contractor proposed to perform the work in 1 calendar year vs the originally 2 specified. This modification includes time to complete year 2 tasks that was not originally scoped (fish salvage and closeout) as well as unforeseen contaminated media abatement.

MODIFICATION SCOPE OF WORK

This scope outlines additional effort for 3 separate additional work elements outside the contract:

- Work necessary to complete the permit required fish salvage for Stage 2
- Management, coordination, and hazardous material consultation and testing for material discovered onsite
- Project Closeout tasks including structure load ratings

This Scope of Work does not supersede any tasks from the previous contract or modifications unless specifically noted herein.

The original fish salvage scope included in modification 3 assumed 2 trips for fish salvage with Hawk Creek and Butte Creek salvage concurrently. Also, the salvage at the no name creek box culvert was to occur in year 2 and covered under a future modification. The contractor means and methods and
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schedule has compressed all in water work into year 1 requiring salvage at the no name creek this year. The contractors schedule also does not show concurrent fish salvage for Butte Creek and Hawk Creek. Means and method and schedule are out of our control.

On Friday July 16, 2021 while the Contractor was excavating for the 2nd half of the channel restoration work at Butte Creek they encountered some woody debris within the containment which produced an oily sheen. Work was halted and soil and water samples were taken for evaluation. Valley Science and Engineering (formerly Cascade Earth Science AKA CES) was also consulted as to how to manage this unforeseen condition. CES did perform an evaluation of the project site for contamination in 2015 as required by ODOT. The evaluation included a site visit and a review of both Oregon DEQ and State Fire Marshall's records. The evaluation found no evidence of contaminants within the project site and did not recommend any further action.

The original construction engineering scope of work did not include project closeout as that was anticipated in year 2 and was going to be budgeted for at a later date. Given the Contractors accelerated schedule this work has been scheduled to be completed in 2021 and the additional effort is included in this scope.

STATEMENT OF WORK

Task 12.1 Construction Project Management and Coordination (Additional Effort)

The major objective of this task is to establish and maintain the lines of communication and set forth the priorities between the County, Agencies, and CC. As the work progresses, the objective will be to coordinate DOWL staff, keep the County informed of work progress, and perform day-to-day management tasks until the winter 2021 construction shut down. Up to 10 monthly invoices and progress reports are assumed.

This task also includes time to manage and coordinate the response to the discovered contamination at Butte Creek. Coordination includes both internal and external including County staff, the Contractor, Valley Earth Science and Oregon DEQ as well as material suppliers, testers and disposal facilities.

Deliverables:

- Provide invoices and progress reports.
Schedule: Monthly in normal billing cycle.

Task 13.3 Fish Salvage and Environmental Compliance Reporting (Additional Effort)

Consultant shall apply for the required Scientific Take Permit (STP) for all fish salvage necessary for the project, complete fish salvage operations for both Stage 1 and Stage 2 and prepare and submit reporting following fish salvage.

Consultant shall:

- Prepare and submit for approval one STP to ODFW and NMFS to obtain authorization to conduct fish salvage within the in-water work areas proposed for isolation. It is assumed one



STP will be obtained that will cover all in-water work areas on the three tributaries. County responsible for application fees.

- Conduct field fish salvage operations within the Butte Creek and Hawk Creek project areas. Two consultant staff will be available for up to 2-4 field salvage operations. ~~Two-Four~~ separate full day salvage trips will be required. Contractor will provide clear access to the salvage areas and will have in-water work areas isolated prior to staff arrival for salvage operations. All instream isolated areas will be pumped down so that surface water is no more than 2-feet deep.
- *Conduct field fish salvage operations within the no name creek project area at the Egress Box Culvert. Two consultant staff will be available for up to 1 field salvage operations. One full day salvage trips will be required (assumed to be concurrent with Hawk Creek fish Salvage visit). Contractor will provide clear access to the salvage areas and will have in-water work areas isolated prior to staff arrival for salvage operations. All instream isolated areas will be pumped down so that surface water is no more than 2-feet deep.*
- Prepare and submit the post-salvage report required by the STP including all STP required salvage information and photographs. Post-salvage report will cover ~~the Butte Creek and Hawk Creek crossings only~~ *all three locations.*
- Prepare and submit one post construction as-built report to the USACE by December 31, 2021. ~~The USACE as-built report for all construction activity occurring in 2022 will be covered under a future modification~~

Deliverables:

- One scientific take permit electronically submitted to ODFW and NMFS.
- ~~Two~~ *Four* separate site visits by two consultant personnel to conduct fish salvage operations.
- One post fish salvage report to ODFW and NMFS.
- One as-built report to USACE.

Task 14.5 Contaminated Media Consultation (New Task)

The Consultant will provide technical support in regard to contaminated soil and groundwater encountered during the culvert replacement at Butte Creek. Support includes consultation regarding sample testing requirements, sampling locations, review of testing results, reporting requirements, and disposal or treatment options based on the testing results.

Assumptions:

- No Site visits are included for Valley Sciences and Engineering
- Recommendations will be provided through phone calls and email correspondence as issues arise

Deliverables:

- Memorandum summarizing the findings and disposition

Task 14.6 Contaminated Media Sampling & Testing (New Task)

The consultant will sample material according to protocols and frequencies recommended under Task 14.5 and transport the samples to a laboratory for testing.



Assumptions:

This task includes the consultant effort to collect and submit the sample as well as the cost of performing the tests.

- 1 soil sample will be taken prior to the work commencing and after excavation is complete and tested for the following contaminants:
 - 8270 SVOCs
 - TCLP 8
- 1 Water sample will be taken prior to work commencing
 - NWTPH-Gx/VOCs
 - TCLP 8
 - 8270 LL Full List
 - NWTPH-Dx

Deliverables:

- Final Reports for all soil and water testing upon receipt from the laboratory (to be included with memorandum from Task 14.5)

TASK 15 Project Closeout

Task 15.1 Structure Load Rating (New Task)

Consultant shall perform load ratings in conformance with the LRFR procedures and software specified in the ODOT LRFR Manual (current edition at time load rating work is performed), including all reference standards incorporated into the manual in section 1.3.1.

For structure types that are not covered in the ODOT LRFR Manual - as stated in Section 13.2 of the ODOT LRFR Manual; it is expected that the methodology and workflow be as consistent as possible with the other structure types already covered in the manual. All load ratings in LRFR follow the same Load and Resistance Factor methodology.

Consultant shall base load rating on the final construction contract plans and modified to reflect as-constructed conditions. Consultant shall develop load rating reports for the bridge completed for the Project based on the ODOT load rating format.

The following members will be load rated:

- Hawk Creek Crossing – One interior Slab and one exterior slab
- Butte Creek Crossing – One interior slab and one exterior slab

Deliverables:

- Two (2) copies of a PE Stamped digital load rating calculation book with a CD containing all electronic files.

Task 15.2 Final Inspection, Documentation & As-constructed Plans (New Task)

Consultant shall coordinate, lead and document a Final Inspection with the County and CC. This inspection shall follow Second Notification to confirm all work was completed in close conformance



with the construction contract and that all the County's project goals have been met. Consultant shall note any deficiencies and submit a written punch list to the CC for completion of on-site work.

Consultant shall copy all project documentation relevant to project closeout. Project documentation prepared under Tasks 12 through 14, and this task will be compiled and submitted to the County for their files.

Consultant shall make corrections to existing plans and prepare final "As-Constructed" contract drawings for final records.

Deliverables:

- Recommendation of Project Acceptance.
Schedule: Within three (3) days after punch list completion and receipt of documentation from CC.
- General daily progress reports, quantity and quality documentation, and certified payrolls.
Schedule: Within thirty (30) days after Project Acceptance.
- Two (2) copies of complete "As-Constructed" contract drawings on 11x17 (half-size) paper, and one electronic PDF file emailed to the County.
Schedule: Within 90 days after all contract related work is complete (Second Notification).

FEE ESTIMATE

We propose to perform these services outlined above on a Time and Material (T&M) basis with a not-to-exceed (NTE) amount of \$44,372. A breakdown of projected hours and costs for each task are shown in Exhibit A. Services will be billed using DOWL 2020 rates, also enclosed.

Please do not hesitate to call me if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

Jason Kelly, PE
Project Manager

Enclosure

**FEE ESTIMATE
Exhibit A**

Tillamook County

DOWL Job No. 97-86

TASK	Environmental Specialist IX	Environmental Specialist V	Environmental Specialist II	Senior Manager II	Engineering Technician VI	Engineer I	Engineer II	Engineer V	Engineer IV	Engineer II	Project Controller	TOTAL HOURS	Valley Science & Engineering	APEX Laboratories	TASK BUDGET
TASK 12 PROJECT MANAGEMENT AND COORDINATION	Bloom	Stupfel	Doschka	Kelly	Fernando	Groshong	Giles	Design	Design	Design	Lyseng				
12.1 Project Management				12	45							57	\$0.00	\$0.00	\$9,165.00
Task Subtotal	0	0	0	12	45	0	0	0	0	0	0	57			\$9,165.00
TASK 13 CONSTRUCTION ENGINEERING AND INSPECTION															
13.3 Fish Salvage and Environmental Compliance Reporting	2	20	20									42	\$0.00	\$0.00	\$5,530.00
Task Subtotal	2	20	20	0	0	0	0	0	0	0	0	42			\$5,530.00
TASK 14 CONSTRUCTION CONTRACT ADMINISTRATION															
14.5 Contaminated Media Consultation												0	\$5,000.00	\$0.00	\$5,000.00
14.6 Contaminated Media Sampling & Testing					12	25	10					47	\$0.00	\$3,000.00	\$8,215.00
Task Subtotal	0	0	0	0	12	25	10	0	0	0	0	47			\$13,215.00
TASK 15 PROJECT CLOSEOUT															
15.1 Structure Load Rating								8	18	40		66	\$0.00	\$0.00	\$8,510.00
15.2 Final Inspection, Documentation & As-constructed Plans				8	12	20					16	56	\$0.00	\$0.00	\$7,400.00
Task Subtotal	0	0	0	8	12	20	0	8	18	40	16	122			\$15,910.00
TOTAL HOURS	2	20	20	20	69	45	10	8	18	40	16	268			
HOURLY RATES	\$215.00	\$150.00	\$105.00	\$220.00	\$145.00	\$95.00	\$110.00	\$165.00	\$155.00	\$110.00	\$125.00				
TOTAL LABOR ESTIMATE	\$430	\$3,000	\$2,100	\$4,400	\$10,005	\$4,275	\$1,100	\$1,320	\$2,790	\$4,400	\$2,000		\$5,000.00	\$3,000.00	\$43,820.00

DOWL EXPENSES =	\$552.00
TOTAL DOWL PROJECT ESTIMATE =	\$44,372.00
Total Estimated Costs =	\$44,372.00

EXPENSES

	Miles	Cost per mile	
Task 13.3 - Mileage - 4 Trips @160 miles/RT	640	0.575	\$368.00
Task 14.6 - Mileage - 2 Trips @ 160 Miles/RT	320	0.575	\$184.00
Totals =			\$552.00