

PROFESSIONAL SERVICES AGREEMENT – AMENDMENT NO. 01

This Amendment No. 01 (this “Amendment”) to the Professional Services Agreement entered into effective August 14, 2020 (the “Agreement”) between City of John Day (“City”), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and Maul Foster and Alongi, Inc. (“Contractor”), a Washington corporation, whose address is 2001 NW 19th Avenue, Suite 200, Portland, OR 97209.

RECITALS:

A. City desires to amend the contract with Contractor to perform certain additional environmental assessment services and related planning services.

B. Subject to the terms and conditions contained in this Amendment and the Agreement, Contractor will perform the additional Services (as defined below) for and on behalf of City. Work to be performed under this Agreement will be funded in part from the Oregon Business Development Department Brownfields Redevelopment Fund. City’s receipt of funds is subject to the terms and conditions of that certain Grant Agreement (Project No. N20012) (the “Brownfields Grant”).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Contractor Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Amendment and the Agreement, Contractor will perform the following additional environmental services for and on behalf of City (collectively, the “Services”): (a) those environmental services and tasks (i) described in Contractor’s scope of work enclosed as Exhibit A (the “Scope of Work”), and/or (ii) otherwise required under the Brownfields Grant; (b) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services set forth in the Scope of Work; and (c) such other services requested by the city manager (or his or her designee) from time to time. To the extent services outside of the scope defined in Exhibit A are desired by the City, reductions in the Exhibit A scope will be agreed upon by the City and Contractor to accommodate the additional services such that all work can be completed within the maximum compensation amount specified in Section 2.1. Alternatively, the City may authorize additional scope and compensation. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the city manager (or his or her designee) and report directly to the city manager, (y) devote such time and attention to the performance of the Services as City and Contractor deem necessary or appropriate, and (z) perform the Services to the best of Contractor’s ability. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 Schedule of Services. The Services will be completed expeditiously and in a timely manner. Notwithstanding anything contained in this Agreement to the contrary, all Services will be completed by December 30, 2022.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Amendment and the Agreement, City will pay Contractor for the Services at the hourly rates identified in the Fee Schedule of Exhibit A. Contractor will submit monthly invoices to City concerning any Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Notwithstanding anything contained in this Agreement and/or the Scope of Work to the contrary, total compensation payable by City under this Amendment and the Agreement for the performance of the Services will not exceed \$71,618.

[end of agreement – signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective for all purposes as of the Effective Date.

CITY:
City of John Day,
an Oregon municipal corporation

CONTRACTOR:
Maul Foster and Alongi, Inc.
A Washington corporation

By: Nick Green
Its: City Manager

By:
Its:

Exhibit A

Iron Triangle Phase 2 Focused Site Assessment – Scope of Work – Amendment No. 01

Task 1

- Prepare brief work plan with figures describing approach to investigation and boring locations
- Coordinate with the City as needed
- Prepare health and safety plan
- Coordinate one-call utility locate and private utility locate
- Mobilize/demobilize sonic drilling rig and Contractor geologist to the site
- Conduct field sampling (up to 7 borings) to collect soil and groundwater samples to assess the former maintenance area, maintenance sumps, fueling area, truck storage yard, and historical stained soil area

Task 2

- Coordinate with the analytical testing laboratory
- Import data into Contractor’s environmental database, validate data, prepare QA/QC report
- Prepare tables summarizing data and screening to appropriate Oregon DEQ RBCs

Task 3

- Prepare letter report summarizing field work, field observations, figures, and findings
- Provide a digital (PDF) report to the City and Business Oregon

Task 4

- Prepare a Contaminated Media Management Plan (CMMP) to document the findings, conditions precedent, and remediation or abatement procedures appropriate to the summary of findings identified in Task 3
- Assist City with submission of CMMP and any additional documentation to support voluntary brownfield cleanup and to update ECSI Site No. 4755 – Iron Triangle Logging – 433 Patterson Bridge Rd, John Day, OR
- Assist City with monitoring and implementation of the CMMP and additional brownfield obligations related to the site as prescribed by DEQ, within the scope and funding of this Amendment and the Agreement.

FEE SCHEDULE

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Complete Fieldwork	74	\$9,600	\$1,579	\$23,868	\$35,047
2 Analytical Work and QA/QC	9	\$1,265	\$210	\$4,336	\$5,811
3 Reporting	42	\$5,650	\$110	\$0	\$20,760
4 CMMP Implementation	42	\$5,650	\$110	\$0	\$10,000
Total Estimated Cost					\$71,618