

MODIFICATION #1
PROFESSIONAL SERVICES AGREEMENT
TILLAMOOK COUNTY AND HBH CONSULTING ENGINEERS, INC.
CONSTRUCTION AND DESIGN ENGINEERING SERVICES FOR
OCEANSIDE BEACH ACCESS PROJECT

This Agreement Modification, hereafter "modification #1", is entered into by and between HBH CONSULTING ENGINEERS, INC., hereafter "contractor" and Tillamook County, hereafter "county", pursuant to ORS 203.010. The parties entered into a Professional Services Agreement on August 17, 2020. 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 ~~Seventeen Thousand Eight Hundred and 00/100 (\$17,800.00)~~ *Thirty-One Thousand Two Hundred and 00/100 Dollars (\$31,200.00)*.

3. AGREEMENT TERM

The term or period of this agreement shall begin July 23, 2019 and end ~~December 31, 2021~~ *June 30, 2022*.

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 Amendment;
- 4.3 *Design Services Scope and Fee dated March 10, 2021*; and
- 4.4 *Amended Statutory Public Contract Provisions*.

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.

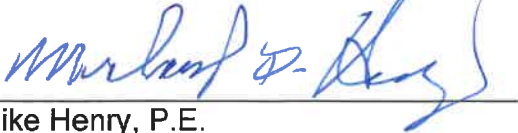
Approved as to form and content this 10th day of May, 2021.


Contract Officer

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Dated this 11 day of MAY, 2021.

CONTRACTOR: HBH CONSULTING ENGINEERS, INC.



Mike Henry, P.E.
501 E. First Street
Newberg, Oregon 97132
503-554-9553
mhenry@hbh-consulting.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



501 E First Street
Newberg, Oregon 97132
phone 503-554-9553
fax 503-537-9554

March 10, 2021

Tillamook County Public Works
503 Marolf Loop Rd,
Tillamook, OR 97141

Attn: Chris Laity, PE, Public Works Director

Re: Oceanside Beach Access Improvements – Design Services Scope & Fee

Dear Chris,

HBH Consulting Engineers, Inc. is pleased to provide design engineering services for revisions to the Oceanside Beach Access to expand upon the conceptual site layout submitted on February 2, 2021. We would envision our scope of work and associated fees to be as follows.

Task 1 – Project Management

The project will involve coordination with staff from Oceanside Citizens Committee, Tillamook County, and Oregon State Parks and Recreation. We envision one (1) meeting in Oceanside to discuss the project and numerous virtual meetings. HBH will have various administrative costs for project related activities.

Task 2 – Project Design

HBH will design a concrete staircase approximately 70 feet in length. Said path shall have a handrail on both sides of the staircase. Additionally, HBH will include designs for grinding, regrading, and striping of the emergency access road. HBH will provide designs for concrete slabs to be stored at Parks & Recreation or County facilities for future use as well as a possible layout of the concrete slabs across the existing rocks and beach. A waiver of any and all liability relating to the concrete slabs is included as a condition of this proposal as the Engineer will have no means of ensuring continued future reinstallation will meet design and the slabs will constantly be shifting due to external conditions. By signing this proposal, client acknowledges and agrees to waive all liability relating to the slabs. HBH will assist the County and Neighborhood Association in the completion of the Oceanshores permit for the slabs.

Drawings will be produced in AutoCAD Civil 3D and contract document will be in Word format. HBH will provide technical specifications for the project using CSI standard technical specifications and will complete front end documents utilizing Tillamook County standard format contract documents. HBH will include the design of a handrail with a “nautical” theme. There will be one additional design meeting to discuss the design of the handrail.

HBH will provide 60% design drawings to Tillamook County for review with all local and state agencies. HBH will anticipate one virtual meeting with the state agencies. Once concurrence is received from the agencies, HBH will proceed to the final design.

HBH will provide final designs based on the conceptual design approved by the County, Parks & Recreation, SHPO, and THPO on February 3, 2021. HBH will anticipate one additional meeting with all agencies at the time of final design.

We would provide for following proposed fees (billing will be provided monthly based on “2021 Hourly Rate Schedule” included on page 2):

Task 1 - Project Management	\$1,900 Time & Materials
Task 2 – Project Design	\$11,500 Time & Materials
Total	\$13,400 Time & Materials Not to Exceed

Not included is the following:

- Surveying – Topographical, As-Built
- Soils Investigation or Design
- Structural Design
- Lighting, Landscaping, and Irrigation
- Construction Services

Billing Rates

The following standard billing rates will be in effect for the duration of this project. These billing rates will apply to Time and Materials billings.

HBH Consulting Engineers, Inc. 2021 Hourly Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal-in-Charge	\$164
Project Manager	\$158
Project Designer (EIT)	\$136
Clerical	\$56
REIMBURSABLES	
Mileage (billed at the current IRS mileage rate)	\$0.56/mile

Payment is due within 30 days of invoice (monthly) or be subject to 1.5 percent monthly interest. Administrative work requested above the scope listed will be billed at hourly rates.

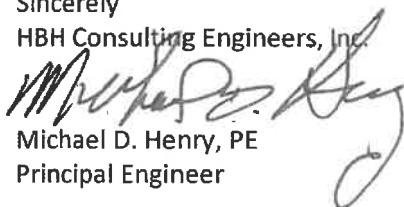
If the above fee is acceptable to you, please sign and date below. Keep a copy for your records and return the original to our office.

Accepted by: _____

Date: _____

Sincerely

HBH Consulting Engineers, Inc.



Michael D. Henry, PE
 Principal Engineer

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AMENDED STATUTORY PUBLIC
CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
10. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.