

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (**First Amendment**) is entered by the Columbia Gateway Urban Renewal Agency, an Oregon urban renewal agency duly formed and operating under the provisions of ORS Chapter 457 (Agency), and Stantec Consulting Services, Inc., a foreign business corporation (**Contractor**).

WHEREAS, on September 4, 2023, the Agency and Contractor entered that certain Professional Services Agreement for Contractor's provision of certain cultural resource services to the Agency for its Tony's Building property (**Agreement**);

WHEREAS, Section C(2) of the Agreement indicates its term expires naturally on December 22, 2023, unless sooner modified;

WHEREAS, Section C(4) of the Agreement provides the Agreement may be modified by a written instrument duly executed by the Parties; and


WHEREAS, the Parties intend this First Amendment to enlarge the time for Contractor's performance under the Agreement by extending its Completion Date.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

1. Amendment. The Parties agree the term *Completion Date* (as used in the Agreement) means June 30, 2025.
2. Effective Date. The Parties agree the effective date of this First Amendment is December 23, 2023.
3. No Other Changes. Except as modified by this First Amendment, the Parties agree all other provisions, terms, and conditions of the Agreement remain in full force and effect.


DATED this 5th of February, 2025.

AGENCY



Joshua Chandler
Agency Manager

CONTRACTOR



Leonard Farr Jr.
Principal

PROFESSIONAL SERVICES AGREEMENT

Contractor	Stantec Consulting Services, Inc.
Consideration	<u>\$73,323.00</u>
Effective Date	September 4, 2023
Completion Date	December 22, 2023
Project/Services	<i>Post-Demolition Cultural Resource Services – Tony’s Building</i>

This PROFESSIONAL SERVICES AGREEMENT (**Agreement**) is entered by the Columbia Gateway Urban Renewal Agency, an Oregon urban renewal agency duly formed and operating under the provisions of ORS Chapter 457 (Agency) and Stantec Consulting Services, Inc. a foreign business corporation (**Contractor**), for Contractor’s provision of certain cultural resource services to the Agency for its Tony’s Building property.

WHEREAS, the Agency requires performance of certain cultural resource services described in Contractor’s August 9, 2023, proposal, attached to and made part of this Agreement as **Exhibit A**; and

WHEREAS, Contractor desires to perform those certain professional services pursuant to the compensation and conditions set forth herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

A. Contractor’s Duties

1. Scope of Work. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subcontractors approved under this Agreement, and provide any equipment necessary to perform all tasks described in **Exhibit A (Work)**. The Parties agree the Work shall be interpreted broadly to the Agency’s benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibit A** but necessary to fully and effectively perform those specifically listed tasks.
2. Examination. Contractor agrees it examined the project site and the contract documents connected with the solicitation for this Work prior to its submittal of its proposal. The Parties agree Contractor’s submission of a proposal for this Agreement’s award is expressly considered prima facie evidence Contractor made such an examination and is satisfied as to the conditions to be encountered in its performance of the Work and as to the requirements of the contract documents. Contractor agrees to protect itself in the unit prices or the lump sum proposed on the Work. Contractor agrees its failure to visit or thoroughly familiarize itself with the labor, equipment, and material required, the difficulty of the conditions involved, or the scope of the project or the Work shall neither relieve Contractor of its obligation to complete the Work and perform under this Agreement for the price proposed nor entitle Contractor to a price adjustment.



3. Insurance and Indemnity.

- a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), **Professional Liability** insurance in the amount of \$2,000,000, and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000.
- b. Certificates. Except for Professional Liability insurance, Contractor agrees to provide the Agency with certificates of insurance naming the *Columbia Gateway Urban Renewal Agency* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the Agency 30 days' notice before cancelling or reducing any insurance policy contemplated by this Agreement.
- c. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the Agency prior to commencement of the Work, including any subcontract operations. Contractor shall provide the Agency with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- d. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the Agency, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) negligent acts, errors, or omissions in the performance of this Agreement.

4. Payments.

- a. Prompt Payment. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the Agency may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Industrial Accident Fund. Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for



excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.

- d. Medical Care. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- e. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the Agency on account of any Work (including labor or materials) furnished under this Agreement.
- f. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

B. Agency's Duties

1. Compensation.

- a. Total. The Agency agrees to compensate Contractor for the Work in an amount not to exceed **\$73,323.00**, to be paid by check.
- b. Progress Payments. The Agency agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the Agency's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date.
- c. Satisfaction. Contractor agrees the Agency's payment of an invoice releases the Agency from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- d. Public Budgeting. The Agency certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the Agency.

C. General Conditions

- 1. Time. The Parties agree time will be in accordance with a mutually agreed upon schedule by both parties. Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
- 2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the Agency may terminate this



Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The Agency agrees to compensate Contractor for all approved services rendered prorated to the date the Agency notices its intent to terminate.

3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from Agency direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Subcontractors. Contractor agrees to provide the Agency with a list of proposed subcontractors within ten (10) calendar days of this Agreement's mutual execution and before awarding any subcontract connected with the Work or this Agreement, and shall not retain any subcontractor the Agency reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the Agency for its subcontractors' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the Agency and any subcontractor.
8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
9. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.
10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail,



certified or registered form, postage prepaid, return receipt requested, and addressed:

To the Agency: Agency Manager
Columbia Gateway Urban Renewal Agency
313 Court Street
The Dalles, OR 97058

To Contractor: Principal
Stantec Consulting Services, Inc.
601 SW 2nd Avenue
Portland, OR 97204-3128

IN WITNESS WHEREOF, the Parties duly execute this **PROFESSIONAL SERVICES AGREEMENT** this 14th day of September 2023.

AGENCY

CONTRACTOR



Joshua Chandler
Agency Manager



Leonard Farr Jr.
Principal





Stantec Consulting Services Inc.
601 SW 2nd Avenue Suite 1400
Portland, Oregon 97204-3128

Exhibit A to *Professional Services Agreement*

August 9, 2023

Attention: Joshua Chandler

City of The Dalles
313 Court Street
The Dalles, OR 97058

Dear Mr. Chandler,

Reference: Tonys Building Property Post Demolition Cultural Resources Excavations

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to provide this scope for cultural resource services for the Tonys Building Property located at 401-407 East 2nd Street in The Dalles, Oregon (Property).

Task 1: Permitting and Consultation

Stantec will coordinate with the Oregon State Historic Preservation Office (SHPO), complete and submit the required SHPO permit application to conduct archaeological excavations at the Property. Includes addressing up to two rounds of SHPO comments on the permit application. A Stantec archaeologist will also coordinate with the appropriate tribal representatives regarding excavations at the Property and their comments on the permit application.

Task 2: Archaeological Excavation

Per a previous scope completed by AINW in 2018, the City of The Dalles, has approved the excavation of two 1-meter by 1-meter units (or equivalent volume in quarter test units) to a depth of 1 meter each at the Property. Per this approved scope, Stantec will provide five archaeologists for five days to complete the excavation of the two approved test units.

Task 3: Curation

Stantec will curate up to 100 artifacts identified and recovered from the excavations conducted at the Property per the guidelines of the designated curation facility and interested tribes.

Task 4: Testing Report

Stantec will complete a report documenting the results of the Property test units. The report will be submitted to SHPO and the tribes within 45 days of the completion of archaeological investigations. Stantec will address a single round of comments from SHPO and the tribes.

Stantec will complete an Oregon Archaeological Site Form if artifacts or features are identified during test unit excavation, to be submitted to SHPO and included as an attachment to the Testing Report.

Reference: Tonys Building Property Post Demolition Cultural Resources Excavations

Assumptions

- Assumes up to 5, 10-hour days (for 5 staff) for excavations at the Property including travel, and lodging. A change order be required if additional days are required.
- It is our understanding that the building basement does not have a concrete floor. It has been assumed that no concrete cutting or removal will be required.
- The basement walls and footings of the Property building must remain as otherwise it would be unsafe to enter the basement to perform the archeological assessment.
- This scope only includes excavation post demolition of the Property building.
- This scope includes the preparation of up to one SHPO office site form for newly identified cultural resources. If additional resources are identified a change order will be required.
- This scope includes the curation and cataloging of up to 100 artifacts to be stored at the University of Oregon Museum of Natural & Cultural History. Upon tribal requests, precontact artifacts will be returned to the requesting tribe. A change order will be required for curation and cataloging of additional artifacts.

Cost Estimate

A time & materials cost estimate for providing archaeological investigations at the Property is provided below. The rate table utilized for this estimate is attached.

Task	Budget
Task 1: Permitting and Consultation	\$10,903.00
Task 2: Archaeological Excavation	\$41,780.00
Task 3: Curation	\$9,660.00
Task 4: Testing Report	\$10,890.00
Total	\$73,323.00

August 9, 2023
Joshua Chandler
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Reference: Tonys Building Property Post Demolition Cultural Resources Excavations

Stantec appreciates the opportunity to provide you with this proposal. We understand that should City of The Dalles find this proposal acceptable, it will provide Stantec with a Professional Services Agreement defining the terms and conditions for the project.

Regards,

Stantec Consulting Services Inc.



Michella Rossi B.A.
Archaeologist
Phone: 971-703-9473
michella.rossi@stantec.com



Leonard Farr Jr. RG, LG
Principal
Phone: 503-467-1657
leonard.farr@stantec.com

Attachment: Rate Table

2023 MASTER ENVIRONMENTAL SERVICES



Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

Billing Level	Staff Member Title			Rate Per Hour
Level 3	Administrative I			\$104
Level 4	Administrative II	CADD Technician I	Research Technician	\$117
Level 5	Administrative III	CADD Technician I	Permitting Technician	\$127
Level 6	Administrative IV	CADD Technician I, II	Assistant Eng./Scientist	\$131
Level 7		CADD Technician II	Staff Engineer/Scientist I	\$139
Level 8	Design Engineer	CADD Technician II, III	Staff Engineer/Scientist II	\$145
Level 9	Design Engineer	CADD Technician III	Civil Designer	\$155
Level 10	Project Engineer I	CADD/GIS Tech IV	Civil Designer	\$161
Level 11	Project Engineer II	Civil Designer	Project Civil Designer	\$172
Level 12	Associate Engineer	Project Manager I	Senior Civil Designer	\$178
Level 13	Associate Engineer II	Project Manager II	Principal I	\$187
Level 14	Senior Engineer	Sr. Project Manager	Principal II	\$195
Level 15	Senior Engineer II	Sr. Project Manager	Senior Principal I	\$220
Level 16	Principal Engineer	Sr. Project Manager	Senior Principal II	\$250
Level 17	Sr. Principal Engineer	Sr. Project Manager	Managing Principal	\$259
Level 18			Chief Engineer/Scientist	\$265
Level 19			Technical Director	\$272

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +10%
Travel/Per Diem	Actual Cost +10%
Capital Purchases and Expendable Materials	Actual Cost +10%
Postage and Shipping	Actual Cost +10%