

**PERSONAL SERVICES CONTRACT (ORS Chapter 279C)
(Architectural, Engineering, Land Surveying and Related Services)**

By and between COLUMBIA COUNTY and DAVID EVANS AND ASSOCIATES, INC.

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and DAVID EVANS AND ASSOCIATES, INC., hereinafter referred to as "Contractor", for Non-NBI Bridge and Culvert Inspections.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed, below.
2. Completion Date. The completion date for this Agreement shall be no later than December 31, 2025, unless sooner terminated as provided herein.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, which is attached hereto as Exhibit A and incorporated herein by reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee-for-service basis, for the lump sum amount of \$19,800, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

For County

Mike Russell
Director Columbia County Public Works
1054 Oregon Street
St. Helens, OR 97051
michael.russell@columbiacountyor.gov
(503) 397-5090

For Contractor

Laura Baughman, PE
David Evans and Associates, Inc. 5121
Skyline Village Loop S
Suite 200
Salem, OR 97301
lmba@deainc.com
(503) 480-1369

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the County is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If

any work is done by Contractor without prior written authorization by the County, the County will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all business permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a manner consistent with the degree of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar circumstances and in the same locality (the Standard of Care). If required to be registered, licensed or bonded by the state of Oregon, Contractor is so registered, licensed or bonded.
7. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed in the Scope of Services.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - a. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - b. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - c. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor

shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

a. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

b. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

c. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

d. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

e. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

f. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon

funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
14. Indemnity.
 - a. County Actors Defined: For the purposes of this section "County Actors" shall mean the County, its officers, elected officials, agents and employees.
 - b. General Duty to Defend and Indemnify: Contractor shall indemnify, defend, save, and hold harmless all County Actors from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out of the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County Actors.
 - c. Exception under ORS 30.140 (2) and (3): In the case of liability for damage arising out of death or bodily injury to persons or damage to property, Contractor's duty to indemnify under subsection (a) of this section shall be limited to the extent required by ORS 30.140 (2) and (3).
 - d. Limit on Duty to Defend: In the case of claims for professional negligence relating to the professional services provided under this contract, determination of the Contractor's duty to defend under subsection (a) of this section shall be deferred until after Contractor's liability or fault has been determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement. In such instance the amount of defense costs to be reimbursed by Contractor shall be determined by multiplying the total amount of defense costs incurred by the County Actors by the percentage of the Contractors fault.
15. Insurance. Vendor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 each occurrence to protect County,

its officers, agents, and employees. Contractor shall also provide professional liability insurance of not less than \$2,000,000 per claim/aggregate. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds on the commercial general liability and automobile liability insurance. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County promptly upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way that does not meet the requirements of this Agreement, or changed to make the coverage no longer meet the minimum requirements of this Contract.

16. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- a. If Contractor fails to meet the Standard of Care.
- b. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- c. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed that does not meet the Standard of Care.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be

without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement, provided Contractor's work must in all events be governed by the exercise of sound professional practices.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County upon compensation to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents. Any reuse or modification of the documents without the prior written consent of the Contractor shall be at the sole risk of the County.
20. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorney Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

27. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.
28. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBIT "A") CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Authorized Signatures:

CONTRACTOR:

By: 

Name: Laura Baughman

Title: Associate

Date: 7/3/2025

COLUMBIA COUNTY:

By: _____

Pamela Bridges-Smith,
Director of Finance and Taxation
under authority granted by
Ordinance No. 2024-2

Date: _____

Approved as to form:

By: _____

Office of County Counsel

Exhibit A



DAVID EVANS
AND ASSOCIATES INC.

June 12, 2025

Mike Russell
Public Works Director
Columbia County

SUBJECT: Columbia County 2025 Non-NBI Bridge and Culvert Inspections

Mr. Mike Russell,

The following items describe the Scope of Services for the 2025 Columbia County Non-NBI Bridge and Culvert Inspections.

Inspections will be performed on the sixteen (18) non-NBI Columbia County structures listed below.

	<u>Bridge #</u>	<u>County #</u>	<u>Bridge Name</u>	<u>Mile</u>	<u>Type</u>
1	13340A	002	Mud Creek, Dutch Canyon Rd	1.59	Bridge
2	09C28	028	McNulty Creek, Bennett Rd	1.20	Bridge
3	13706	029	McNulty Creek, Ross Rd	0.10	Bridge
4	13702A	031	Cox Creek, Kappler Rd	4.94	Culvert
5	13700A	039	Salmon Creek, Anderson Rd	0.05	Bridge
6	13363	040	Merrill Creek, Canaan Rd	13.05	Bridge
7	13610A	043	Goble Creek, Bishop Rd	0.20	Bridge
8	13758A	044	Goble Creek, Beaver Homes Rd @ MP 0.05	0.05	Bridge
9	13760A	046	Goble Creek, Beaver Homes Rd @ MP 1.25	1.25	Bridge
10	13371	051	Beaver Creek, Fern Hill Rd	18.62	Bridge
11	13807A	062	Green Creek, Mayger Rd	5.94	Culvert
12	13775	090	Conyers Creek, Conyers Creek Rd	0.40	Culvert
13	13774	091	West Creek, Conyers Creek Rd	1.50	Bridge
14	09C93	093	Grayham Creek, Colvin Rd	1.90	Culvert
15	09C94	094	Tandy Creek, Colvin Rd	2.50	Culvert
16	9C128	128	Deep Creek, Reid Rd	0.01	Bridge
17	NA	137	Jackson Cr, SW Old Portland Rd	0.05	Culvert
18	NA	138	McNulty Cr Trib, Bennett Rd	1.70	Culvert

The following assumptions are made for performing the work:

- Inspections will be performed by a team of two, including a National Bridge Inspection Standards (NBIS) and Oregon Department of Transportation (ODOT) certified team leader inspector and a co-inspector.
- The structures will be inspected on foot with the aid of ladders, binoculars, and hand tools. No lift equipment or under-bridge access equipment will be used to access the structures. No traffic control will be required to access the structures or perform the inspections.
- Access to structures with water will be evaluated on-site at the time of the inspection. Inspection personnel will be equipped with waders. Unsafe conditions such as deep mud, low clearance, sloped sides, current, and boulders will be evaluated on-site and may limit access to the structure.
- Areas accessible on foot, and select suspect areas accessed with a ladder will be sounded with a hammer. If warranted, based on the visual inspection and sounding with hammer, accessible areas of timber members will be bored with a non-destructive resistance drill to measure the timber's resistance through the member thickness as an indication of decay.
- Culverts that are assessed to be permit required confined spaces and culverts not accessible due to limited opening size will only be inspected from the ends.
- A routine inspection report consistent with the current ODOT Bridge Inspection Coding Guide will be provided for each structure. The current ODOT Bridge Inspection Coding Guide includes defect-based element conditions. The reports for Structures 1-16 will be prepared in ODOT's BrM database. These bridges already have an ODOT BrM Inspection Report established, and that record will be updated based on the inspections. ODOT is no longer adding new non-NBI bridges to the BrM database, therefore the reports for Structures 17-18 will be prepared in Excel in a format that mirrors ODOT's BrM report format. A PDF of each BrM and Excel report will be provided.
- For bridges with timber structural elements, a timber boring report prepared in Microsoft Excel will be provided. These reports will be updated based on the previous inspection report. A PDF and the Excel file for each of the timber boring reports will be provided.
- A photo report for each bridge will be prepared in Microsoft Word showing photos of poor and severe defects and new maintenance recommendations. A PDF of each photo report and .jpg files of the photos will be provided.
- Cross channel profiles are taken every 48 months unless there is significant change in the channel profile. Cross channel profile measurements were last taken in 2021 and will be measured again in 2025. For bridges requiring a cross channel profile, profile information will be collected using soundings. Soundings will be made using a weighted tape measure to measure the distance from top of rail to channel bottom at each bridge support and at 5ft maximum intervals between supports. Cross channel data will be input into the C-Brease® program. Electronic copies of the readings and profile graphs will be provided in a .cbz file. A PDF will be provided showing the 2025 cross channel profile and any profiles from previous inspections that are on file on a graph.

June 12, 2025

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- Any bridges with Significant Deficiencies or Critical Findings will be documented in a letter to the County describing the deficiencies with representative photos, repair or maintenance recommendations, and future inspection recommendations. During the field work, the County will be contacted by phone with information about any bridges with Significant Deficiencies or Critical Findings. This letter will be provided as a PDF.
- The County will be notified at least two weeks prior to performing the on-site inspections and provided an opportunity to attend the inspections with the inspection crew.
- The structures will be inspected between July 2025 and October 2025 and reports will be delivered by the end of the month following the inspections.
- One invoice will be provided, billing the number of structures inspected times \$1,100.00 for a total lump sum of \$19,800.

Please let us know if you have any questions.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Laura Baughman".

Laura Baughman, PE

David Evans and Associates, Inc.

5121 Skyline Village Loop S, Suite 200

Salem, OR 97306

Direct: 503.480.1369

Cell: 503.931.3548

Email: lmba@deainc.com