

**AMENDMENT #1 TO AGREEMENT FOR
CONSULTING ENGINEERING SERVICES
WITH DAVID EVANS & ASSOCIATES, INC.
Board Order No. 22-101**

THIS AMENDMENT is made and entered into by and between YAMHILL COUNTY, OREGON, a political subdivision of the state of Oregon ("COUNTY"), and DAVID EVANS AND ASSOCIATES, INC., an Oregon Corporation ("CONTRACTOR").

WHEREAS, The Parties having executed an agreement for consulting engineering services for the Yamhill County Bridge Capital Improvement Plan Project pursuant to Yamhill County Board Order No. 22-101 ("Agreement"), now hereby agree to amend the Agreement as follows:

1. The following clause is hereby added to the Agreement (underline indicates new language):

"23. **Insurance.** The Contractor shall obtain and at all times keep in effect the following insurance coverages:

- (a) General Liability. The Contractor shall obtain and at all times keep in effect, commercial general liability insurance covering activities and operations of the Contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:
 - \$1,000,000 to any single claimant arising out of a single accident or occurrence; and
 - \$3,000,000 to all claimants, for any number of claims, arising out of a single accident or occurrence.
- (b) Automobile Liability. The Contractor shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services under this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:
 - \$1,000,000 to any single claimant arising out of a single accident or occurrence; and
 - \$2,000,000 to all claimants, for any number of claims, arising out of a single accident or occurrence.
- (c) Professional Liability. The Contractor shall maintain Professional Liability and/or Errors & Omissions Insurance to cover damages caused by negligent acts, errors or omissions related to the professional services and/or performance of duties and responsibilities of the Contractor under this Contract. Professional Liability Insurance shall include the following minimum limits:
 - \$1,000,000 to any single claimant arising out of a single accident or occurrence; and
 - \$2,000,000 to all claimants, for any number of claims, arising out of a single accident or occurrence.

(d) General Provisions. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. The policies shall provide, by endorsement if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Agreement and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County.

Except as expressly amended above, all other terms and conditions of the original agreement are still in full force and effect. The Contractor certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the foregoing Amendment #1 has been executed by the Parties as of the latest date listed below.

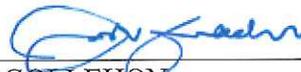
DAVID EVANS & ASSOCIATES, INC.

By: 
Name: Travis Kinney
Title: Associate
Date: 04-19-2022

YAMHILL COUNTY

By: 
Name: Lindsay Berschauer
Title: Chair, Board of Commissioners
Date: 4/21/22

APPROVED AS TO FORM:

By: 
JODI GOLLEHON
ASSITANT YAMHILL COUNTY COUNSEL

Accepted by Yamhill County
Board of Commissioners on
4/21/22 by Board Order
22-116