

W.S.E.4

Memorandum Date: 4/14/09

Order Date: 4/29/09

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**TO:** Board of Lane County Commissioners

**DEPARTMENT:** Public Works

**PRESENTED BY:** Bill Morgan, County Engineer

**AGENDA ITEM TITLE:** Order/In the matter of entering into a three-year revenue agreement with the City of Eugene for Engineering and Materials Testing Services in an amount not to exceed \$300,000 and authorizing the County Administrator to sign the agreement

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**I. MOTION**

Move approval of Board Order authorizing Public Works staff to enter into a three-year revenue agreement with City of Eugene for engineering and materials testing services in an amount not to exceed \$300,000 and authorizing the County Administrator to execute the agreement.

**II. DISCUSSION**

**A. Background / Analysis**

The City of Eugene has requested the County's services to provide engineering and materials testing services on projects within the City of Eugene. The currently active agreement for these services expires 6/30/09.

ORS 373.260 provides that counties and cities may enter into agreements for construction, improvement or repair of, and the acquisition of right-of-way for any county road or city street within the corporate limits of the city. Per Chapter II, Section 8 of the Lane County Home Rule Charter and ORS 190, it has been customary for the County to work cooperatively with other agencies on road improvements such as these when feasible. The City of Eugene will reimburse the County for all costs associated with providing engineering and materials testing services in accordance with LM 21.124. The City of Eugene has a list of projects needing engineering and materials testing for 2009-2012 construction seasons.

If approved, staff is asking the Board to delegate contract signature authority to the County Administrator for the contract that would be forthcoming.

**B. Recommendation**

The Board's options are to approve the motion stated above, to deny the motion, or to take some other course of action. Staff is recommending that the Board approve the motion.

**III. ATTACHMENTS**

Order w/Attachment A (Draft Revenue Agreement)

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

ORDER NO.

( IN THE MATTER OF ENTERING INTO A  
( THREE-YEAR REVENUE AGREEMENT  
( WITH THE CITY OF EUGENE FOR  
( ENGINEERING AND MATERIALS  
( TESTING SERVICES IN AN AMOUNT  
( NOT TO EXCEED \$300,000 AND  
( AUTHORIZING THE COUNTY  
( ADMINISTRATOR TO SIGN THE  
( AGREEMENT

**WHEREAS**, the City of Eugene has requested the County's services to provide engineering and materials testing services on projects within the City of Eugene over a three-year period for the 2009-2012 construction seasons; and

**WHEREAS**, under the authority of Chapter II, Section 8 of the Lane County Home Rule Charter and ORS 190.010, it is the policy of Lane County to offer services to other public agencies where feasible; and

**WHEREAS**, ORS 373.260 provides that counties and cities may enter into agreements for the construction, improvement or repair of, and the acquisition of right-of-way for any county road or city street within the corporate limits of the City; and

**WHEREAS**, the City will reimburse the County for all costs associated with engineering and materials testing services in accordance with LM 21.124 and the work is scheduled to begin in the 2009 construction season; **NOW THEREFORE BE IT**

**ORDERED**, that the revenue agreement with the City of Eugene for the engineering and materials testing services within the City of Eugene be authorized in an amount not to exceed \$300,000 and the County Administrator is authorized to execute an agreement in substantially the form of the attached agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 4-19-09 Lane County

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL



**Intergovernmental Agreement  
for  
Materials Lab Testing Services  
City of Eugene**

**THIS AGREEMENT** is entered into by and between **LANE COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as **COUNTY**, and the **CITY OF EUGENE**, hereinafter referred to as **CITY**.

**RECITALS**

1. In accordance with Lane Manual 21.124, 21.130, and by the authority granted in ORS 190.010 and the Lane County Home Rule Charter, units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agents, have authority to perform.

2. The parties have determined that it is in their mutual interest for **COUNTY** to perform engineering services and testing on construction materials and soil samples for **CITY** on a reimbursement basis.

**AGREEMENTS**

**BOTH PARTIES AGREE THAT:**

3. The term of this agreement shall commence on July 1, 2009 and terminate on June 30, 2012. The amount of the agreement will not exceed \$300,000 for the term of the agreement unless amended by mutual consent. However, this agreement may be terminated by either party upon 30 days' written notice to the other for any or no reason.

4. To the extent allowable by the Oregon Constitution, Oregon Revised Statutes and the Oregon Tort Claims Act, each of the parties hereto agrees to indemnify and save the other harmless from any claims, liability or damages including attorney fees arising out of or resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, or employees in the performance of this agreement.

**COUNTY SHALL:**

5. **INSOFAR AS COUNTY PERSONNEL ARE AVAILABLE, COUNTY** shall perform requested Engineering and Materials Testing services. Engineering and Materials Testing services will be performed on projects and construction material samples as requested. Engineering data and material test results will be provided in a timely manner. Oral reports of test results will be immediately provided followed by a written report for each test. Testing services will be performed at the project site or within the Lane County materials laboratory, as circumstances dictate.

6. On a monthly billing basis, submit to **CITY** a billing for services provided. Charges will be for actual costs incurred by **COUNTY**, including personnel time, materials, equipment and overhead.

7. On an annual basis during the life of this agreement, provide **CITY** with a revised Laboratory and Field Testing Costs rate sheet (Exhibit 1), specifically reflecting revised rates for all personnel time, materials, equipment and overhead charges for services to be provided. Revised rate sheets shall take effect following 30 days' written notice to **CITY** as provided for in Item No. 3 of this agreement.

**CITY SHALL:**

7. Provide **COUNTY** with a list of projects, project schedules and testing specifications or requirements.

8. Submit all requests in written form and signed by an authorized representative of **CITY**.

9. Reimburse **COUNTY** for all costs incurred within thirty (30) days after receipt of billing.

For purposes of day-to-day coordination under this agreement and mailing of notice in regard to any matter hereunder, **COUNTY** hereby designates Ed Daniels, Materials Testing Lab, Department of Public Works, 3040 Delta Highway North, Eugene, OR 97408 (541-682-6944), as its coordinator. **CITY** hereby designates \_\_\_\_\_, as its coordinator.

(Name/Title/Phone Number)

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**CITY OF EUGENE**

**LANE COUNTY**

By \_\_\_\_\_  
Jon R. Ruiz

By \_\_\_\_\_  
Jeff R. Spartz

Title: City Manager

Title: County Administrator

Address: 99 E Broadway, Suite 400  
Eugene OR 97401

Address: 125 8<sup>th</sup> E Avenue  
Eugene OR 97408

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

**EXHIBIT 1 (TO ATTACHMENT A)****Lane County Materials Testing Lab**

Lane County Public Works Department

3040 N. Delta Highway, Eugene, Oregon 97408 (541) 682-6945 FAX (541) 682-8501



July 1, 2008

Rev. 9/10/08

**LABORATORY AND FIELD TESTING COSTS FOR 2008**

Costs shown below are for in-house lab tests. Obtaining samples or additional preparation of samples will be billed at the rate listed in Field Testing and Inspection on Page 3.

**SOILS and AGGREGATE:**

<u>Description Of Test</u>	<u>Cost Per Test</u>
Moisture Content Determination,	
* Speedy. (T217)	\$16.00
* Oven. (TM311)	\$14.00
* Oven (D2216)	\$14.00
Atterberg Limits, (T89 & T90/TM102 & TM103)	
* Soils	\$164.00
* Aggregate	\$82.00
Particle Size Analysis	
* Material Finer Than 0.075 mm Sieve (T11/TM205).	\$82.00
* Fine and Coarse Aggregate. (T27/TM204)	\$82.00
* Soils. (T88)	\$273.00
Moisture/Density Relationship [Add \$47.00 for Clay Soils]	
* Harvard Miniature. (TM104)	\$136.00
* Standard Proctor. (T99/TM109)	\$191.00
* Modified Proctor. (T180/TM110)	\$191.00
* Oversize Correction. (T224/TM106)	\$71.00
R-Value Testing, Soil (TM105)	\$327.00
R-Value Testing, Per Point. (TM105)	\$164.00
Specific Gravity Of	
* Fine Aggregate (T84/TM202)	\$123.00
* Coarse Aggregate (T85/TM203)	\$71.00
* Soils (T84/TM202)	\$136.00
Soil Resistivity and pH Testing (TM107)	\$131.00
Sand Equivalent Testing. (T176/TM101)	\$55.00
Percent Fractured Particles, Aggregates. (TM213)	\$68.00
Friable Particles In Aggregates. (T112/TM221)	\$78.00
Resistance to Abrasion, L.A. (T96/TM211)	\$218.00

**SOILS and AGGREGATE: (Conti.)**

<u>Description Of Test</u>	<u>Cost Per Test</u>
Soundness of Aggregate by Sodium Sulfate (T104/TM206)	\$545.00
Oregon Air Degradation (TM208)	\$136.00
Wood Waste In Aggregate (TM225)	\$52.00
Dust or Clay Coating of Coarse Aggregate (TM226)	\$157.00
Unit Weight of Aggregate (T19)	\$55.00
Direct Shear, 3 pt. (T236)	\$429.00

**BITUMINOUS MIXTURES:**

<u>Description Of Test</u>	<u>Cost Per Test</u>
Asphalt Extraction by Binder Ignition Oven (T308/T30).	\$109.00
Calibration of Mix Design For Binder Oven (5 Samples)	\$1,008.00
Moisture Content Determination	
* Microwave Method. (TM311 (M))	\$27.00
* Oven (TM6)	\$41.00
Maximum Theoretical Specific Gravity, Rice Method. (T209/TM306)	\$65.00
Specific Gravity of Compacted Samples (T166B/TM302A)	\$27.00
Bituminous Mix Design, virgin Aggregate. only	
*Hveem	\$2,453.00
*Marshall	\$2,180.00
*Superpave (gyratory)	\$3,270.00
Bituminous Mix Design, with RAP	
*Hveem	\$3,543.00
*Marshall	\$2,725.00
*Superpave (gyratory)	\$3,270.00
TSR, Tensile Strength Ratio (T 283)	\$545.00

**Portland Cement Concrete:**

<u>Description Of Test</u>	<u>Cost Per Test</u>
Compressive Strength. (T22/TM716 & 719)	\$16.00
Beam breaks, (T22)	\$27.00
Mix Design. (TM718)	\$1,690.00
Cement Treated Base, CTB Design (TM126)	\$790.00
Mortar Cubes Compressive Strength {6ea.} (T106/TM701)	\$16.00

**Field Testing And Inspection:**

All field Testing and Inspection will be charged by the actual man-hours required to perform the work. An Average Rate of **\$61.20** may be used for estimating purposes (The actual rate will vary). A minimum of one (1) man-hour should be assumed for all field work. **Vehicle rates apply per hour and vary slightly, averaging \$6.45 per hour.**

Description of Test

Field Density Testing of Soils, Aggregate and Asphalt Concrete:

Nuclear Gauge (T238 & T239, TM160, TM310C), Sand Cone (T191).

Field Density Control Target Strip (TM306C).

Coring of Asphalt Pavements, 4" or 6" Dia. and drilling base rock to subgrade elevations.

Field Testing and Inspection of Concrete: QCT, CCT, Casting Cylinders, Slump, Air Content, Unit Weight and Yield (T121/TM713).

Cement Mortar Cubes Casting (T106).

Deflection Testing, Benkelman Beam - Requires an 18kip axle truck with driver and two flaggers for traffic control.

**NOTES:**

- 1 All travel and/or standby time will be charged at current hourly rate for the individual ('s) involved.
- 2 Traffic control is not included in the estimated costs. For estimating purposes use an hourly rate of \$61.20 per man-hour.
- 3 Please call for an estimate if the test you wish is not shown above.
- 4 Test numbers designated by "T" indicate AASHTO test procedures and "TM" indicates ODOT or WAQTC test procedures.