

Memorandum Date: March 13, 2009
Order Date: April 1, 2009

W. G. D. B.

TO: Lane County Board of Commissioners
DEPARTMENT: Public Works
PRESENTED BY: Bill Morgan, County Engineer

AGENDA ITEM TITLE: **IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT IN AN AMOUNT NOT-TO-EXCEED \$100,000 WITH THE CITY OF VENETA TO PROVIDE ENGINEERING SERVICES FOR URBAN REDEVELOPMENT IMPROVEMENTS IN DOWNTOWN VENETA BROADWAY AREA AND THAT THE COUNTY ADMINISTRATOR IS AUTHORIZED TO EXECUTE (OR SIGN) THE AGREEMENT**

I. MOTION

THAT THE BOARD ORDER BE APPROVED FOR LANE COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF VENETA TO PROVIDE ENGINEERING SERVICES FOR URBAN REDEVELOPMENT IMPROVEMENTS IN THE DOWNTOWN VENETA BROADWAY AREA RESULTING IN A REVENUE TO COUNTY NOT-TO-EXCEED \$100,000; AND THAT THE COUNTY ADMINIISTRATOR BE AUTHORIZED TO EXECUTE THE AGREEMENT.

II. DISCUSSION

A. Background / Analysis

Pursuant to 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.

The City of Veneta has requested that Lane County (through its Engineering and Construction Services Division of the Public Works Department) provide engineering services to them for their Downtown Broadway Area Development project. The initial scope of work for the agreement (Attachment A) will be for the County to provide surveying, preliminary and final engineering, and overall project management and coordination with City of Veneta staff and their sub-consultants in order to develop a set of plans and specifications for bidding. Initial revenue to the County is not-to-exceed \$100,000 for services up to and including bidding of the project. A separate future amendment may be written to include fees for construction management services.

City-funded urban redevelopment improvements will generally include street, utility, landscaping and streetscape improvements previously approved by the City of Veneta as found in the "Next Steps Strategies, A Redevelopment Action Plan for the City of Veneta, Oregon," dated December 2007.

City Staff presented the agreement and Scope of Work to the Veneta City Council on March 9, 2009, and obtained approval to execute the agreement.

B. Recommendation

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

III. ATTACHMENTS

Attachment A (Intergovernmental Agreement, including Scope of Work, approved by City Council)



**INTERGOVERNMENTAL AGREEMENT
City of Veneta and Lane County
Broadway Area Redevelopment
Project No. 0877-4**

This agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("COUNTY"), and the City of Veneta, a municipal corporation of the State of Oregon ("CITY").

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that 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; and

WHEREAS, CITY plans to construct urban redevelopment improvements in downtown Veneta in the Broadway area, in connection with the Broadway Area Redevelopment Project (the "PROJECT") and COUNTY has personnel and expertise to provide design and construction management services for this project; now, therefore,

BOTH PARTIES AGREE THAT:

CITY will compensate COUNTY for services up to a maximum of **\$100,000** as shown on the attached Exhibit A (Statement of Work Document, including estimated costs for services to be provided) and Exhibit C (hourly rates). Any changes to the scope of work which result in an increase in the estimated costs as shown therein or an expansion of the range of services to be provided during the term of this agreement will occur through written approvals by both parties in the form of an amendment to the Exhibit A (Statement of Work Document).

Additional work during the term of this agreement involving projects other than the Broadway Area Redevelopment project may be authorized only through additional Statement of Work Documents to be approved by CITY and COUNTY prior to commencement of work by COUNTY. COUNTY will invoice CITY monthly for services rendered hereunder, with detailed accounts of progress, based on outline of work detailed in Exhibit A.

COUNTY will provide design and specifications for the work, as described in Exhibit A, and will submit to CITY for approval prior to CITY proceeding with bidding and construction.

In the event that federal funds are involved, COUNTY will follow federal regulations noted in Exhibit B in selecting and contracting with any subcontractors. COUNTY will submit a copy of any bidding documents and contract to CITY for documentation of compliance request.

Each of the parties hereto agree to indemnify and save the other harmless from any claims, liability or damages 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.

On an annual basis, during the life of this agreement, COUNTY will submit to CITY revised Exhibit C (hourly rates) for all services to be provided by COUNTY.

Term

This agreement will expire three (3) years from the date of its execution or upon satisfaction of all agreement terms, whichever occurs first, unless the parties mutually agree to extend the expiration date.

Contacts

The project manager and main contact at **CITY** is Ric Ingham, City Administrator, at P.O. Box 458, Veneta Oregon 97487; phone (541) 935-2191.

The project manager for **COUNTY** is Bill Morgan, County Engineer, at Lane County Public Works Department, 3040 North Delta Highway, Eugene, Oregon 97408; phone (541) 682-6990.

Compensation

COUNTY will invoice **CITY** monthly for services rendered with detailed accounts of progress, based on outline of work detailed in Exhibit A. **CITY** agrees to pay approved invoices within 30 days of billing. The billing address for **CITY** is Accounts Payable, City of Veneta, P.O. Box 458, Veneta, OR 97487.

Hold-Harmless and Indemnification Requirements

To the extent allowable by the Oregon Constitution and limitations of the Oregon Tort Claims Act, each of the parties hereto agree to indemnify and save the other harmless from any claims, liability or damages resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, agents or employees relative to the responsibilities of the indemnifying party in performance of this agreement.

Insurance Requirements

As empowered by ORS 30.260 through 30.300, as specifically by ORS 30.282, **COUNTY** has chosen to be self-insured. **CITY**, its employees, officials, and agents will be named as additional insureds with respect to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance will be primary over any insurance **CITY** may carry on its own. **COUNTY** shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

Evidence of the above coverage shall be provided to **CITY** by way of a signed letter from **COUNTY** included as Exhibit D. Failure to maintain the proper insurance shall be grounds for immediate termination of this agreement.

COUNTY shall be responsible for any loss, damage or destruction of its own property, equipment and materials used in conjunction with the work.

COUNTY shall require subcontractors, if any, to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the Consultant on this agreement. **COUNTY** shall require certificates of insurance from all subcontractors as evidence of coverage.

Termination

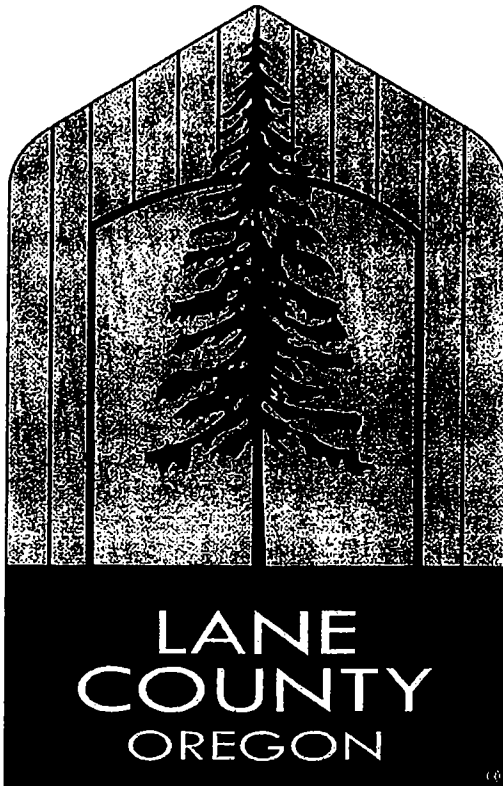
- A. **CITY** and **COUNTY** may terminate this agreement effective upon delivery of written notice to either party, or at such later date as may be established by either party if federal, state, or local regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement. Any such termination of this agreement shall not effect any obligations or liabilities accrued under the terms of the agreement prior to such termination.
- B. **CITY** may terminate this agreement by written notice to **COUNTY**, if **COUNTY** fails to perform any of its obligations under the terms of this agreement, and, if after receipt of written notice from **CITY**, **COUNTY** fails to correct such failures within fourteen (14) days or such longer period as **CITY** may authorize.
- C. **COUNTY** may terminate this agreement by written notice to **CITY** if **CITY** fails to perform any of its obligations under the terms of this agreement, and, if after receipt of written notice from **COUNTY**, **CITY** fails to correct such failures within fourteen (14) days or such longer period as **COUNTY** may authorize.

Merger Clause

This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and of the specific purpose given. **CITY** and **COUNTY**, by the signatures below of their authorized representatives, acknowledge having read and understood the agreement, and the parties agree to be bound the terms and conditions herein.

(SIGNATURE PAGE TO FOLLOW)

EXHIBIT A



PUBLIC WORKS

**ENGINEERING &
CONSTRUCTION
SERVICES DIVISION**

**Statement of Work
Document**

for

**City of Veneta
Broadway Area Redevelopment**

January 2009

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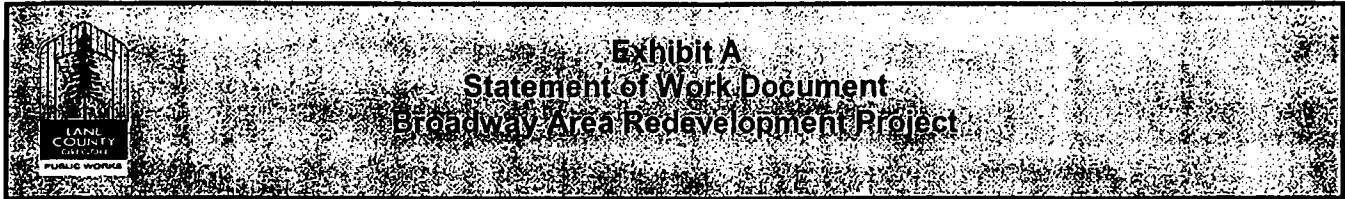
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General Provisions

The scope of work is to provide Design-Bid-Build services, which include preliminary and final engineering services, construction management services, surveying, overall project management and coordination with City of Veneta staff and its sub-consultants for the redevelopment of the Broadway Area in Downtown Veneta.

For this scope of work, the following is assumed:

- Design and construction of associated urban redevelopment improvements in Downtown Veneta.
- Incorporation of landscaping and streetscape design elements associated with the redevelopment effort in the Broadway Area, generally including construction of curbs, gutters, sidewalks, driveways and utility connections. The final architectural fixtures and appurtenances will be incorporated under this scope of work, designed by others.
- The scope of work is based on Concept Drawings and documentation relating to the Broadway Area Redevelopment Project as found in the "Next Steps Strategies, A Redevelopment Action Plan for the City of Veneta, Oregon," dated December 2007.

The following task activities outline the roles and responsibilities of City of Veneta (Veneta) and Lane County Engineering & Construction Services Division (County):

Roles & Responsibilities

City of Veneta (Veneta)

Ric Ingham is Veneta primary point of contact. Authority to accept deliverables shall rest with Mr. Ingham or other Veneta resource as assigned. Other Veneta staff may be designated by Mr. Ingham to provide direct technical contact to County.

As owner of the facility and contract administrator, Veneta has overall authority in scope, schedule and budget of the project. Amendments to this scope of work may be necessary if there are significant changes to scope, schedule or budget, and amendments will occur through written approvals of County and City of Veneta.

Veneta is responsible for the following:

- Attendance at appropriate meetings and work sessions;
- Coordinate agendas for meetings involving Veneta;
- Internal project coordination and communication;
- Access to available project information, recommendations and goals;

- Prior approval to perform design and construction services related to improvement of existing City of Veneta infrastructure unrelated to the Broadway Area Rehabilitation Project route.
- Review of project progress and deliverables to ensure adherence to this scope of work, Intergovernmental Agreement, and delivery schedule;
- Notification of any known delays above and beyond the control of County;
- Maintain current records of DBE utilization;
- Preparing permit applications and paying necessary permit fees, including plan review fees, project deposits or bonds, or other fees required by State or other agencies;
- Providing appropriate and timely review of project deliverables supplied by County to ensure they are consistent with project objectives and requirements;
- Any necessary land use permits required by City, or other agency;
- Coordinating all media and public contact;
- All public involvement required for project development;
- Establishing the bid letting date;
- Conducting the bid opening and authorizing contract.

Lane County Engineering and Construction Services Division (County)

Bill Morgan, PE, is County's primary point of contact for Veneta. Mr. Morgan will also be the Engineer of Record for the design of the project. Other technical resources in specific areas of expertise include the following:

- Kerry Werner, PE, for Design Services
- Frank Simas, SR/WA, for Right-of-Way Services
- Dave Brown, PLS, for Construction Management Services

County must notify Veneta immediately (within 5 business days) with written correspondence upon discovery of any changes in the project that influence scope, schedule or budget.

County is responsible for the following:

- Provide staff, materials and resources to complete all assigned tasks and prepare quality deliverables in compliance with all requirements on or ahead of the schedule established for this scope of work;
- Perform engineering services under the direction of a licensed engineer registered in the State of Oregon;
- Perform and document quality assurance reviews (QA/QC);
- Coordinate and participate in project meetings including, but not limited to, giving input for agenda items and taking appropriate minutes for action items;
- Provide written notification to Veneta at the first sign of any delays caused by Veneta or any other entity outside the control of County;
- Represent Veneta and County appropriately in public;
- Project development, which includes the design, detailing and drafting of plans, specification and estimates;

- All technical areas such as survey, pavement and roadway design and testing, roadway drainage, utility design, traffic control, street lighting, utility coordination, erosion control, field inspection and construction management required for project development and construction period services, and incorporation of design work prepared by other consultants in to project plans, specifications and bid documents:
- Printing and distributing plans and specifications to interested parties during the construction advertising period.

Design Standards

The project will be designed and constructed utilizing the State of Oregon Standard Construction Specifications or other standards as directed by Veneta, and using English units of measure.

Project Assumptions

Additional specific assumptions may be listed within the tasks to which they apply. Following are general assumptions that apply to this Statement of Work (SOW):

- Coordination with City of Veneta will be a key component of project success. Timelines dependant upon reviews performed by City may impact this SOW.
- Veneta and County will manage this project under the traditional Design-Bid-Build model.
- Veneta will provide survey (topographic) information previously performed by Wolford Land Surveying. It is anticipated that the data will be accurate to ± 0.04 feet, and only supplemental surveying for detail and ground checking is anticipated. County shall provide additional survey work as needed considering the scope of the work to be undertaken. Survey work to be furnished by Veneta or developed by County shall be sufficient for the purpose of developing cross-sections sufficient to assure proper storm drainage and to facilitate the construction of the proposed improvements.
- Project meetings involving Veneta will be held at the City Offices or at Lane County Public Works in Eugene.
- Bid assistance and issuance of Addenda to the bid documents will be part of the Construction Management Services tasks.
- Scope of Work assumes one bid package with a 5-month design/construction document period and a 5-month construction period from start of work to final payment.
- The streetscape architecture, including benches, bike racks, litter receptacles, and other features will all be similar in design, and it is assumed that timely information by DLA Inc., or others will be provided to the County.
- City of Veneta will provide schematic layout for redesign or design of any water or sanitary sewer lines in the project area and City will provide any right-of-way dedications needed for the reconstruction work.
- Proposed pedestrian level street lighting layout and fixture details will be provided by the City of Veneta or DLA, Inc., with design of underground conduits and other underground appurtenances to be provided by County.

- Design assumes no major or additional stormwater detention, pre-treatment or stormwater quality features other than a bioswale along Waldo Lane.
- Landscaping and irrigation features within the project will be modified as necessary to adjust to the project impacts. Additional landscape and irrigation features not already in place will be designed by DLA, Inc., or others and plans and specifications will be inserted into the County's plans and specifications.
- Architectural and landscaping design will be done by others (DLA, Inc.), and their designs and specifications will be coordinated and incorporated into the County design.
- City of Veneta Public Improvement Project (PIP) process will be followed for the design and construction of project.

Deliverables Overview

County shall submit all deliverables to or designee unless otherwise noted. All deliverables must meet City requirements. All electronic correspondence that is to be submitted electronically must be in a format compatible with Microsoft Office 2003 software or Adobe Acrobat 6.0. Electronic drawing files must be compatible to AutoCAD 2004 or Adobe Acrobat 6.0. Email correspondence must be compatible to Microsoft Outlook.

STATEMENT OF WORK (SOW)

Task 1 – Project Management/Administration

The Project Management/Administration task involves all activities related to managing resources in such a way that these resources deliver all the work required to complete the project within the defined scope, quality, time and cost constraints.

Task 1.1 – Project Management

County shall be responsible for project management for design, bidding, and construction related activities with Veneta being the final approval authority. Coordination with agencies and entities outside of Veneta will be facilitated through Veneta. Specific tasks related to Project Management issues include:

- Preparing and maintaining County project work schedule and coordinating it with Veneta's overall project schedule.
- Attending kickoff meeting.
- Leading discussion and resolution of project issues.
- Monitoring project expenditure and budget.
- Review other consultant plans and specifications for consistency with plans and specifications produced under this SOW.
- Performing project management and coordination with assigned staff and subconsultants.
- Preparing and submitting monthly invoices.
- Attending progress/review meetings with Veneta staff and City.

Task 1.2 – Invoices, and Scheduling

County shall prepare and submit an initial detailed project schedule for the tasks to be completed under this agreement. The Project schedule will be used to track all major tasks, deliverables and milestones. County shall prepare a monthly update of the project schedule to show progress throughout the duration of this agreement.

The monthly billing invoices will reconcile the budget with the actual amount spent to date. Separate line items will be used for costs associated with improvements to City of Veneta infrastructure unrelated to the Broadway Area Redevelopment Project, if any.

Deliverables and schedule:

- Initial Project schedule after NTP (Two (2) paper copies and one (1) electronic version).
- Monthly Invoice one (1) original to Veneta no later than the 5th of each month for the previous month's activities.

Task 1.3 - Meetings/Site Visits

County shall participate in up to three (3) meetings/site visits at Veneta offices and/or project site to facilitate the completion of the above mentioned project elements, including:

- Schematic Design (30%) Review Meeting — City.
- Preliminary Design (60%) Review Meeting – City.
- Final Design (100%) Review Meeting

Task 1.4 – Project Management Team

The major objective of this task is to establish a group of project leaders to ensure all design, permitting, right-of-way, and contract issues are raised and resolved in a timely manner.

The Project Management Team shall be responsible for all management decisions related to successful completion of the project, including but not limited to:

- Project Accounting;
- Schedule, coordinate, and supervise project work;
- Coordinate DLA, Inc. Design Team elements;
- Maintain liaison and coordination with Veneta and outside agencies/property owners;
- Prepare monthly progress reviews (if necessary for decision-makers);
- Prepare records of decisions (design and engineering);
- Prepare invoices and supporting data;
- Monitor project budget;
- Prepare, maintain, and update project activity schedule;
- Prepare detailed minutes of each project team meeting.

The Project Management Team shall meet as often as necessary to meet the stated objective. It is estimated that no more than 10 meetings will be required throughout the duration of the project (design and construction periods).

The Project Management Team membership can change as needed to pull in necessary staff, but at a minimum it should be comprised of the primary contacts for Veneta and County.

Other meetings may be necessary to resolve issues raised by ODOT or other agencies pertaining to street design, standards, specification, etc.

- Coordination meetings with ODOT (up to 2) outside of Project Management Team meetings.

County shall be responsible to give input to Veneta for agenda items, take notes pertaining to assigned work at each meeting and distribute a copy of the relevant action items to Veneta for confirmation.

Task 1.5 - Coordination with Dougherty Landscape Architects (DLA), Subconsultants, Veneta and Utilities.

County shall coordinate with other entities who will be involved in the project to ensure consistency with design and specifications.

Task 1.6 - Quality Assurance/Quality Control

County will perform internal reviews of all deliverables prior to submission.

Deliverable and Schedule:

- Copy of County action items via email distribution within 5 work days of meeting.
- Input of suggested agenda items to Veneta at least 2 work days prior to meeting.
- Up to two (2) 22"x34" informational plans for each of the Preliminary Design and Final Plan meetings.

Task 2 – Design Engineering Services

The Design Engineering Services task involves all activities necessary to develop, design, and produce Final Plans, Specifications and Estimates (PS&E), collectively referred to as the Bid Documents.

Task 2.1 - Preliminary Surveying & Mapping

Notify affected property owners along proposed alignment by notice of intent to conduct a road survey.

Veneta will provide electronic and hardcopy data from a previous survey by Wolford Land Surveying to County to develop base mapping for the project. County shall perform supplemental surveying in project area as necessary to prepare base mapping for the project.

The following subtasks may be involved in Preliminary Survey & Mapping:

- Records research and compilation of available survey data.
- Establish horizontal and vertical control points.
- Perform supplemental topographic surveying and mapping.
- Tie horizontal locations of all utilities; in instances where there may be a major conflict with utilities, tie the vertical location as well.

Deliverables and schedule:

- Survey information shall be incorporated as needed into documents in subsequent tasks.
- Data can be provided to Veneta electronically if requested.
- Veneta shall provide high-resolution aerial photography (a DTM) within 30 days of NTP.

Task 2.2 - Preliminary Design

Provide labor, equipment and materials necessary to perform the preliminary project design and obtain design acceptance from Veneta. This task includes development of the design criteria, alternatives analysis, if any, and developing preliminary design plans and estimates. The subtasks and associated deliverables are described below.

Task 2.2.1 - Engineer's Report and Design Issues

Describe the project design criteria and identify all design exceptions for the project. Veneta input for design criteria will be addressed at the Project kickoff meeting. Include (in the table/matrix or a cover memorandum) a list of all design exceptions necessary for proposed alternative(s) and a discussion of relative merits or shortcomings of each. Meet with City to discuss and decide how to proceed on each design issue.

It is anticipated that access and on-street parking for each property will be a critical part of Project. Veneta will provide all labor and management necessary to resolve these issues with the property owners as part of this phase of the work, so that the 30% Schematic Design can reflect these decisions and agreements.

Deliverable and schedule:

- Engineer's Report and Design Issues: two (2) hard copies and one electronic version submitted within 30 work days after the kickoff meeting and discussion of design criteria

- Veneta shall resolve access and on-street parking issues with each property owner.

Task 2.2.2 - 30% Schematic Design Plan Set and Estimate

Provide labor equipment and materials necessary to prepare a 30% Schematic Design.

The 30% plan set will be based on the Broadway Area Redevelopment Streetscape

plans prepared by DLA. The Draft Design must include a roadway design plan (if applicable), streetscape design plan, and highlight the following elements of the design:

- Outline of Project constraints such as topography, permits, R/W, utilities and cost (Note: these may be executive summaries prepared for deliverables and reports associated with this Project);
- Utility plans; (provided by Veneta)
- Landscaping and irrigation plans; (provided by DLA)
- Streetscape elements; (provided by DLA)
- Street Lighting (footcandle study to be provided by others);
- Typical sections;
- Roadway preliminary alignment and profile if available;
- Design exceptions to Standards;
- Construction cost estimate;
- Right of way cost estimate, if any, and
- Construction traffic control, if available.

Drawings submitted at this stage must be marked as "Preliminary". No professional engineer's seal is required for the Draft documents.

Veneta shall provide comments on the 30% Schematic Design within five (5) working days of submittal. County shall compile and address comments as they are received and communicate with the primary point of contact regarding the comments. Within five (5) workdays after receiving comments, a Record Log of Comments with written response shall be provided to address review comments.

Deliverables and schedule:

- One (1) electronic copy of the 30% Schematic Design Plan Set.
- Record Log of Comments/Responses within five (5) work days after receipt of comments.

Task 2.2.3 - 60% Preliminary Design Plan Set

This task identifies a second milestone in the development of the plans, specifications and estimate. County shall provide labor equipment and materials necessary to prepare a 60% Preliminary Design for review by Veneta and City. In addition, any known permits will be identified and drafted for review by Veneta.

Veneta shall provide comments on the 60% Preliminary Design within five (5) working days of the submittal. County shall compile and address comments as they are received and communicate with the primary point of contact regarding the comments. Within five (5) workdays after receiving comments, a Record Log of Comments shall be provided with written response to address review comments.

Deliverables and schedule:

- One (1) electronic copy of the 60% Preliminary Design Plan Set.
- Record Log of Comments/Responses within five (5) work days after receipt of comments.

Task 2.3 – Oregon Department of Transportation (ODOT) and Central Oregon and Pacific Railroad Permits

Close coordination with ODOT and the Railroad will be required to obtain concurrence on any and all design elements within their rights-of-way for the project. While County will obtain preliminary concurrence from Veneta on design exceptions, ultimately, they will have to be processed by ODOT and the Railroad if their respective rights of way are impacted.

County shall summarize and reference all applicable reports, technical memoranda, and plans/drawings prepared under this agreement for use by ODOT and the Railroad as necessary.

Processing times by Veneta and the Railroad are unknown and may impact the schedule.

Task 2.4 – Utility, Streetscape, Landscaping and Irrigation

Incorporation of complete Utility (water and sanitary sewer), streetscape, landscaping and irrigation design, specifications, and estimates for the project that include modifications to existing irrigation systems, plantings and existing tree protections. All of these will be provided by Veneta (through DLA, or by Veneta City Engineer) and given to the County for incorporation during the entire design phase.

Task 2.5 – Pedestrian Level Street Lighting

A schematic plan with details that provides for the installation of pedestrian street lights will be provided to the County by the City. The County will create electrical and wiring plans and specifications from these schematic plans. Illumination foot-candle analysis will be provided by others.

Task 2.6 - Final Plans, Specifications and Estimate

Complete Final (100% completion) plans, specifications and construction quantity and cost estimates for the project. The Final Plans shall be in conformance with ODOT Standard Specifications and supplemented by City standards that may apply.

County shall ensure that the plan sheets and the specifications are stamped and signed by the appropriate Professional Engineer and shall deliver the final documents in a "camera ready" format to Veneta's primary contact for printing. Every pay item identified on the project plans must have a corresponding specification that states the method of measurement and payment for that pay item. The Final Plans, Specifications, and Estimate (PS&E) and Construction Schedule will be integrated into the bid documents as a basis for allowable contract time.

County will make copies of the final documents for distribution during the bidding phase.

The project Final Plans must include all of the plan sheets that are intended to be in the construction bid package. The Final Plans must be of sufficient detail to enable an independent quantity check.

County shall conduct an internal quality review prior to submittal to Veneta. The internal review shall be documented by signature of the reviewers on a Quality Assurance Review set of plan sheets. Final Special Provisions shall be prepared and submitted with the Final PS&E set.

County shall obtain the necessary project related Special Provision sections from the applicable sources and email the file to Veneta for integration with other sections. The Final Special Provisions must be complete for construction bidding and contain all of the necessary sections to describe the work. A cost estimate shall be prepared in an approved format. A Record Log of Comments/Responses listing Veneta and ODOT review comments and County responses shall be submitted.

Deliverables and schedule:

- One (1) electronic copy of project Final (100%) Plans, Special Provisions, and Estimate in conformance with the description above.
- Record Log of Comments/Responses by 10 days after receiving comments.
- Veneta's primary contact shall coordinate Veneta's plan reviews and return comments to County within five (5) working days (from receipt date) for resolution.
- Within one (1) week following receipt of review comments, it is anticipated that County will schedule and lead a 100% review meeting to resolve comments. County shall prepare a brief meeting summary of required corrections to the PS&E documents.
- One (1) Project Construction Schedule.

Task 3 – Construction Management Services

This task involves all activities related to planning and managing construction of the project from contract bidding to final close-out, acting as the "owners" representative to the successful bidder. This task will also incorporate the City of Veneta's Permit process.

Task 3.1 - Utility Design and Relocation

Task 3.1.1 - Pre-construction Utility Coordination

With the exception of City utilities such as water and sanitary sewer, County will identify and locate all utilities within the project limits, initiate contacts with utilities, and coordinate relocations needed for construction of the project. The following subtasks may be involved in Pre-construction Utility Coordination:

- Send Scoping Letter to utilities introducing the project;
- Obtain Utility Company as-constructed plans;
- Send Locate request to utilities to identify utilities within the vicinity of the project;
- Send Base Map Letter with preliminary plans to each of the effected utilities;

- Determine possible conflicts with utilities;
- Provide utility location and relocation plans to Veneta for review and approval.

Deliverables and schedule:

- Copy of Utility Coordination letters and status reports if needed. ODOT shall be copied on all utility correspondence affecting its right-of-way.

Task 3.1.2 - Construction Coordination and Monitoring.

County will coordinate and monitor utility relocations.

Deliverables and schedule:

- Prepare utility location and/or relocation plans for submittal to Veneta.

Task 3.2 - Materials Testing and Quality Control

Provide labor, equipment, and materials necessary to complete all materials testing and quality control during design and construction.

Subtasks of Materials Testing and Quality Control may include:

- Soils testing;
- Asphalt Testing;
- Concrete Testing;
- Construction Materials;
- Compliance with approved material certifications and specifications.
- Inspection, testing, quality control for water, sanitary sewer, landscaping and irrigation is not included in this SOW, but will be provided by others (DLA and Veneta City Engineer)

Deliverables and schedule:

- Materials testing results and analysis.
- Construction inspection reports upon request or as needed.

Task 3.3 - Construction Contract Management

These tasks shall occur after the bidding process and upon selection of a Contractor to construct the project.

Perform all construction contract management duties including, but not limited to, the following subtasks:

- Bid Document preparation;
- Bid assistance and issuance of addenda as needed;
- Respond to Contractor's questions and inquiries during bidding period;
- Assist with the evaluation of bids;
- Schedule and lead Preconstruction Conference;

- Prepare Contract Change Orders;
- Prepare progress payments;
- Prepare project Punch list;
- Conduct Final inspection with Contractor, Veneta and ODOT;
- Prepare Final Pay Estimates to Contractor;
- Prepare project as-constructed plans;
- Perform 1-year and 2-year warranty inspection and prepare report.

County will serve as primary contact for the Contractor for design and construction decisions, subject to review by the Project Management Team.

County shall present Contract Change Order Requests to Veneta to be evaluated and acted on as appropriate.

County shall present any claims made by the Contractor, along with a Claim Analysis and recommendations to Veneta for resolution.

Deliverables and schedule:

- Final Contract Documents upon advertisement date.
- Addenda to Bid Documents as necessary.
- Copies of Change Order Requests as received.
- Claims and Claims analysis as received and reviewed.

County shall prepare and provide Veneta with monthly construction invoices. Veneta shall pay all construction invoices.

Veneta shall be available for answering questions during the advertising and bidding of the project. The following subtasks may be involved in Construction Contract Management for Veneta:

- Advertising;
- Distribution and tracking of Bid Documents;
- Respond to questions from bidders;
- Preparation of plan and specification addenda as needed;
- Bid Opening;
- Perform the evaluation of bids;
- Determination of Contractor eligibility;
- Bid Award;
- Execution of Contract Documents with Contractor;
- Issue Notice to Proceed.

Veneta shall act as final decision-maker concerning any claims made by the Contractor against the project.

Deliverables and schedule:

- Veneta shall provide County with documentation of responses to bidders and revision letters as required.
- Respond to Requests For Information (RFIs) as needed.
- Response to Contract Change Order Requests as needed.

Task 3.4 - Construction Inspection

Provide resources necessary to inspect all construction activity for items covered under this scope of work and materials to ensure compliance with Bid Documents. Inspectors will log daily activities and record decisions made and track bid items and quantities on a daily basis.

Perform all Construction Inspection subtasks including the following:

- Monitor and document daily construction activity and ensure compliance with construction documents
- Verify that all materials incorporated into project comply with acceptable standards.
- Quantify work completed and track bid items on a daily basis.

Task 3.5 - Construction Surveying

Provide labor, equipment, and materials necessary to establish and maintain survey markers, construction staking and other field references necessary to construct the project.

Perform all Construction Surveying subtasks including the following:

- Coordination with Wolford Land Surveying for Survey Control
- Additional topography and field verifications as needed
- Construction staking of Curbs, sidewalks, underground utilities, and grade hubs, as needed.
- Field measurements for quantities of bid items
- Field measurements for as-built plans to be prepared by others.
- Survey location of right of way along Territorial Highway, if needed.

COST ESTIMATE**Broadway Area Redevelopment - Veneta**

Engineering & Construction Services Division - Design-Bid-Build

Summary of ECS and all Subconsultants

Project # XX

Task	Description	ECS	Total Hours	Total Budget by Task
1.0	Project Management/Administration	172	172	\$13,201
1.1	Project Management			
1.2	Invoices and Scheduling	28	28	\$1,948
1.3	Meetings/Site Visits	56	56	\$4,573
1.4	Project Management Team	56	56	\$4,573
1.5	Coord. with DLA, Subconsultants and Utilities	32	32	\$2,108
1.6	Quality Assurance/Quality Control			
2.0	Design Engineering Services	1,196	1,196	\$82,502
2.1	Preliminary Surveying & Mapping	152	152	\$7,539
2.2	Preliminary Design			
2.2.1	Engineer's Report & Design Issues	160	160	\$6,966
2.2.3	30% Schematic Design Plan Set and Estimate	212	212	\$15,490
2.2.4	60% Preliminary Design Plan Set and Estimate	224	224	\$15,653
2.3	ODOT and Central Oregon and Pacific Railroad Permits	44	44	\$3,768
2.4	Streetscape, Utility, Landscaping & Irrigation	48	48	\$3,437
2.5	Pedestrian Level Street Lighting	64	64	\$3,840
2.6	Final PS&E	292	292	\$20,810
3.0	Construction Management Services			
3.1	Utility Design and Relocation			
3.1.1	Pre-construction Utility Coordination	87	87	\$5,000
3.1.2	Construction Coordination and Monitoring			
3.2	Materials Testing & Quality Control			
3.3	Construction Contract Management			
3.4	Construction Inspection			
3.5	Construction Surveying			
	TOTAL	1,368	1,368	\$95,703
	TOTAL PROJECT COSTS			
	Total Hours	1,368	1,368	
	Total Labor Cost			\$95,703
	Direct Expenses			\$3,828
	Project Total			\$99,531

**EXHIBIT B
FEDERAL REGULATIONS**

ALL OR PART OF THIS CONTRACT MAY BE FEDERALLY FUNDED. Contractor shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Invitation for Bid or Request for Proposal. As used in these regulations, "Contracting Officer" means the Purchasing Administrator employed by CITY.

The following provisions and references can be reviewed in Purchasing.

Contractor shall comply with the following provisions regardless of the contract amount:

<u>Drug and Alcohol Testing</u>	49 U.S.C. §5331 49 CFR PARTS 653 & 654 49 CFR PART 661
<u>Charter/School Bus Requirements</u>	49 U.S.C. §5323 (d&f) 49 CFR PARTS 604 & 605
<u>Cargo Preference</u>	46 U.S.C. 1241 46 CFR PART 381
<u>Seismic Safety</u>	42 U.S.C. 7701 et seq 49/ CFR PART 41
<u>Energy Conservation Requirements</u>	42 U.S.C. 6321 et seq 49 CFR PART 18
<u>Bus Testing</u>	49 U.S.C. 5323 (c) 49 CFR PART 665
<u>Pre-Award and Post-Delivery Audit Requirements</u>	49 U.S.C. 5323 49 CFR PART 663
<u>Access to Records and Reports</u>	49 U.S.C. 5325 18 CFR 18.36 (I) 49 CFR 633.17
<u>Federal Changes</u>	49 CFR PART 18
<u>No Government Obligation to Third Parties</u>	
<u>Program Fraud</u>	31 U.S.C. 3801 49 CFR PART 31 18 U.S.C 1001 49 U.S.C. 5307
<u>Federal Privacy Act Requirements</u>	5 U.S.C. 552
<u>Civil Rights</u>	NUMEROUS, SEE MANUAL
<u>Patent Rights, Rights in Data</u>	37 CFR PART 401 49 CFR PARTS 18 & 19
<u>Transit Employee Protective Agreements</u>	49 U.S.C. § 5310, § 5311, § 5333 29 CFR PART 215 49 CFR PART 26
<u>Disadvantaged Business Enterprises</u>	
<u>State and Local Law Requirements</u>	
<u>Incorporation of Federal Transit Administration (FTA)</u>	FTA CIRC 4220.1E

Contractor shall comply with the following provisions if this is a construction contract exceeding \$2,000:

<u>Davis-Bacon Act</u>	40 U.S.C. & 167; 276a-276a-5 (1995) 29 CFR § 5 (1995)
<u>Contract Work Hours and Safety Standards</u>	40 U.S.C. § 327-333 29 CFR § 5, 29 CFR § 1926
<u>Copeland Act</u>	40 U.S.C. 276c, 29 CFR § 3 29 CFR § 5

Contractor shall comply with the following provisions if this contract amount exceeds \$10,000:

<u>Recycled Products</u>	42 U.S.C. 6962
<u>(Total purchased in current or previous FY)</u>	0 CFR PART 247, EX. ORDER 12873
<u>Termination</u>	49 U.S.C. PART 18, FTA CIRC 4220.1E

Contractor shall comply with the following provisions of the Federal Acquisition regulations (FAR) if this contract amount exceeds \$100,000:

<u>Government-wide Debarment and (Suspension Nonprocurement)</u>	49 CFR PART 29, EXECUTIVE ORDER 12549
<u>Buy America Requirements</u>	49 U.S.C. §5323 (j) 49 CFR PART 661
<u>Clean Water</u>	33 U.S.C. 1251
<u>Lobbying</u>	31 U.S.C. 1352 49 CFR PART 19 & 20
<u>Bonding Requirements</u>	FTA GRANT AGMT PT II SEC 118 (h&i)
<u>Clean Air</u>	42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR PART 18 49 CFR PART 20
<u>Breach of Contract and Dispute Resolution</u>	49 CFR PART 18, FTA CIRC 4220.1E

CFR = Code of Federal Regulations

U.S.C. = United States Code

EO = Executive Order Updated 11/7/05 @ Q:\PURCHASE\WPDATA\FORMS\FEDREG.DOC



EXHIBIT C
Engineering & Construction Services Division
Lane County Department of Public Works
(Labor Rates Only – Effective 7/1/08 through 6/30/09)

STANDARD HOURLY BILLABLE RATES

Classification	Minimum Hourly Rate	Maximum Hourly Rate
Design Services		
Supervising Design Engineer	\$ 68.26	\$ 102.40
Sr. Engineering Associate	\$ 54.81	\$ 77.47
Engineering Associate	\$ 48.45	\$ 67.16
Environmental Engineering Specialist	\$ 48.45	\$ 67.16
Engineering Tech 2	\$ 41.78	\$ 57.92
Engineering Tech 1	\$ 36.92	\$ 51.15
Engineering Assistant	\$ 32.64	\$ 45.27
Office Assistant 2	\$ 31.99	\$ 44.29
Construction Services – Survey		
Sr. Surveyor	\$ 46.19	\$ 64.01
Associate Surveyor	\$ 42.90	\$ 59.47
Engineering Associate	\$ 40.83	\$ 56.60
Engineering Tech 2	\$ 35.21	\$ 48.81
Engineering Tech 1	\$ 31.12	\$ 43.11
Construction Services – Inspection		
Construction Services Manager	\$ 68.38	\$ 102.57
Sr. Engineering Associate	\$ 44.13	\$ 61.16
Engineering Associate	\$ 39.01	\$ 54.88
Engineering Tech 2	\$ 33.64	\$ 46.63
Sr. Office Assistant	\$ 31.16	\$ 43.16
Materials Lab		
Sr. Engineering Associate	\$ 51.30	\$ 72.60
Engineering Tech 2	\$ 39.11	\$ 54.21
Engineering Associate	\$ 45.34	\$ 62.86
Administrative		
County Engineer	\$ 77.73	\$ 116.59
Public Works Analyst	\$ 41.07	\$ 56.93
Administrative Assistant	\$ 38.31	\$ 53.08
Right-of-Way Services		
Right-of-Way Manager	\$ 61.07	\$ 91.62
Sr. Real Property Officer	\$ 52.30	\$ 72.48
Sr. Engineering Associate	\$ 52.30	\$ 73.99
Engineering Associate	\$ 46.23	\$ 64.89
Real Property Officer 2	\$ 46.23	\$ 64.09
Office Assistant 2	\$ 31.99	\$ 44.29
Legal Services		
Attorney	\$101.00	\$101.00
Support Staff	\$56.00	\$56.00
Law Clerk	\$19.00	\$19.00

- Additional direct materials and services costs and overtime will be invoiced at actual rate
- Other employees may be charged at an hourly rate based on salary, fringe benefits, and overhead costs
- Invoices will be based on the actual rate of pay paid to the specific employee performing the work/tasks

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO.

IN THE MATTER OF APPROVING AN
INTERGOVERNMENTAL AGREEMENT IN AN
AMOUNT NOT-TO-EXCEED \$100,000 WITH THE
CITY OF VENETA TO PROVIDE ENGINEERING
SERVICES FOR URBAN REDEVELOPMENT
IMPROVEMENTS IN DOWNTOWN VENETA
BROADWAY AREA AND THAT THE COUNTY
ADMINISTRATOR IS AUTHORIZED TO
EXECUTE THE AGREEMENT

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that 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; and

WHEREAS, the City of Veneta has requested that Lane County provide engineering services for urban redevelopment improvements to the Broadway area of downtown Veneta, including surveying, preliminary and final engineering, and overall project management and coordination with City of Veneta staff and their sub-consultants in order to develop a set of plans and specifications for bidding; and

WHEREAS, the City of Veneta staff has presented the Intergovernmental Agreement, accompanying statement of work and other exhibits, a copy of which is attached as Attachment A, to the Veneta City Council on March 9, 2009, and obtained approval to execute the agreement; and

WHEREAS, the City of Veneta will reimburse the County for costs estimated in the scope of work in accordance with Lane Manual 21.124, presently estimated not to exceed \$100,000; **NOW THEREFORE, BE IT**

ORDERED, that an Intergovernmental Agreement substantially in conformance with Attachment A and accompanying exhibits be executed with the City of Veneta in an amount not to exceed \$100,000; **AND, BE IT**

FURTHER ORDERED, that the County Administrator is authorized to execute the agreement.

DATED this _____ day of _____ 2009.

APPROVED AS TO FORM

Date 3/20/09 Lane County

OFFICE OF LEGAL COUNSEL

Chair
Lane County Board of Commissioners



**INTERGOVERNMENTAL AGREEMENT
City of Veneta and Lane County
Broadway Area Redevelopment
Project No. 0877-4**

This agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("**COUNTY**"), and the City of Veneta, a municipal corporation of the State of Oregon ("**CITY**").

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that 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; and

WHEREAS, **CITY** plans to construct urban redevelopment improvements in downtown Veneta in the Broadway area, in connection with the Broadway Area Redevelopment Project (the "**PROJECT**") and **COUNTY** has personnel and expertise to provide design and construction management services for this project; now, therefore,

BOTH PARTIES AGREE THAT:

CITY will compensate **COUNTY** for services up to a maximum of **\$100,000** as shown on the attached Exhibit A (Statement of Work Document, including estimated costs for services to be provided) and Exhibit C (hourly rates). Any changes to the scope of work which result in an increase in the estimated costs as shown therein or an expansion of the range of services to be provided during the term of this agreement will occur through written approvals by both parties in the form of an amendment to the Exhibit A (Statement of Work Document).

Additional work during the term of this agreement involving projects other than the Broadway Area Redevelopment project may be authorized only through additional Statement of Work Documents to be approved by **CITY** and **COUNTY** prior to commencement of work by **COUNTY**. **COUNTY** will invoice **CITY** monthly for services rendered hereunder, with detailed accounts of progress, based on outline of work detailed in Exhibit A.

COUNTY will provide design and specifications for the work, as described in Exhibit A, and will submit to **CITY** for approval prior to **CITY** proceeding with bidding and construction.

In the event that federal funds are involved, **COUNTY** will follow federal regulations noted in Exhibit B in selecting and contracting with any subcontractors. **COUNTY** will submit a copy of any bidding documents and contract to **CITY** for documentation of compliance request.

Each of the parties hereto agree to indemnify and save the other harmless from any claims, liability or damages 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.

On an annual basis, during the life of this agreement, **COUNTY** will submit to **CITY** revised Exhibit C (hourly rates) for all services to be provided by **COUNTY**.

Term

This agreement will expire three (3) years from the date of its execution or upon satisfaction of all agreement terms, whichever occurs first, unless the parties mutually agree to extend the expiration date.

Contacts

The project manager and main contact at CITY is Ric Ingham, City Administrator, at P.O. Box 458, Veneta Oregon 97487; phone (541) 935-2191.

The project manager for COUNTY is Bill Morgan, County Engineer, at Lane County Public Works Department, 3040 North Delta Highway, Eugene, Oregon 97408; phone (541) 682-6990.

Compensation

COUNTY will invoice CITY monthly for services rendered with detailed accounts of progress, based on outline of work detailed in Exhibit A. CITY agrees to pay approved invoices within 30 days of billing. The billing address for CITY is Accounts Payable, City of Veneta, P.O. Box 458, Veneta, OR 97487.

Hold-Harmless and Indemnification Requirements

To the extent allowable by the Oregon Constitution and limitations of the Oregon Tort Claims Act, each of the parties hereto agree to indemnify and save the other harmless from any claims, liability or damages resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, agents or employees relative to the responsibilities of the indemnifying party in performance of this agreement.

Insurance Requirements

As empowered by ORS 30.260 through 30.300, as specifically by ORS 30.282, COUNTY has chosen to be self-insured. CITY, its employees, officials, and agents will be named as additional insureds with respect to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance will be primary over any insurance CITY may carry on its own. COUNTY shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

Evidence of the above coverage shall be provided to CITY by way of a signed letter from COUNTY included as Exhibit D. Failure to maintain the proper insurance shall be grounds for immediate termination of this agreement.

COUNTY shall be responsible for any loss, damage or destruction of its own property, equipment and materials used in conjunction with the work.

COUNTY shall require subcontractors, if any, to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the Consultant on this agreement. **COUNTY** shall require certificates of insurance from all subcontractors as evidence of coverage.

Termination

- A. **CITY** and **COUNTY** may terminate this agreement effective upon delivery of written notice to either party, or at such later date as may be established by either party if federal, state, or local regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement. Any such termination of this agreement shall not effect any obligations or liabilities accrued under the terms of the agreement prior to such termination.
- B. **CITY** may terminate this agreement by written notice to **COUNTY**, if **COUNTY** fails to perform any of its obligations under the terms of this agreement, and, if after receipt of written notice from **CITY**, **COUNTY** fails to correct such failures within fourteen (14) days or such longer period as **CITY** may authorize.
- C. **COUNTY** may terminate this agreement by written notice to **CITY** if **CITY** fails to perform any of its obligations under the terms of this agreement, and, if after receipt of written notice from **COUNTY**, **CITY** fails to correct such failures within fourteen (14) days or such longer period as **COUNTY** may authorize.

Merger Clause

This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and of the specific purpose given. **CITY** and **COUNTY**, by the signatures below of their authorized representatives, acknowledge having read and understood the agreement, and the parties agree to be bound the terms and conditions herein.

(SIGNATURE PAGE TO FOLLOW)

EXHIBIT A



PUBLIC WORKS

**ENGINEERING &
CONSTRUCTION
SERVICES DIVISION**

**Statement of Work
Document**

for

**City of Veneta
Broadway Area Redevelopment**

January 2009

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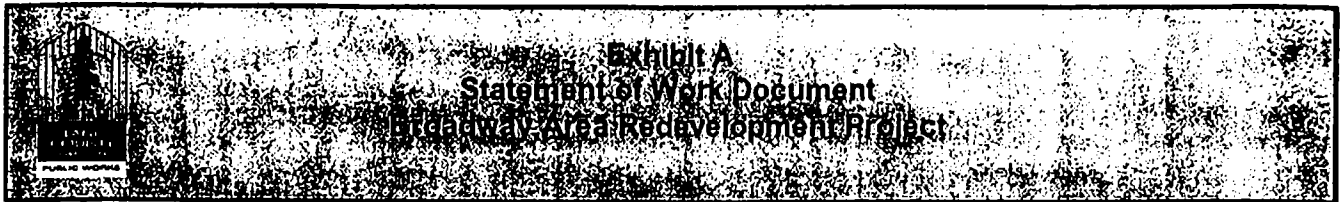
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General Provisions

The scope of work is to provide Design-Bid-Build services, which include preliminary and final engineering services, construction management services, surveying, overall project management and coordination with City of Veneta staff and its sub-consultants for the redevelopment of the Broadway Area in Downtown Veneta.

For this scope of work, the following is assumed:

- Design and construction of associated urban redevelopment improvements in Downtown Veneta.
- Incorporation of landscaping and streetscape design elements associated with the redevelopment effort in the Broadway Area, generally including construction of curbs, gutters, sidewalks, driveways and utility connections. The final architectural fixtures and appurtenances will be incorporated under this scope of work, designed by others.
- The scope of work is based on Concept Drawings and documentation relating to the Broadway Area Redevelopment Project as found in the "Next Steps Strategies, A Redevelopment Action Plan for the City of Veneta, Oregon," dated December 2007.

The following task activities outline the roles and responsibilities of City of Veneta (Veneta) and Lane County Engineering & Construction Services Division (County):

Roles & Responsibilities

City of Veneta (Veneta)

Ric Ingham is Veneta primary point of contact. Authority to accept deliverables shall rest with Mr. Ingham or other Veneta resource as assigned. Other Veneta staff may be designated by Mr. Ingham to provide direct technical contact to County.

As owner of the facility and contract administrator, Veneta has overall authority in scope, schedule and budget of the project. Amendments to this scope of work may be necessary if there are significant changes to scope, schedule or budget, and amendments will occur through written approvals of County and City of Veneta.

Veneta is responsible for the following:

- Attendance at appropriate meetings and work sessions;
- Coordinate agendas for meetings involving Veneta;
- Internal project coordination and communication;
- Access to available project information, recommendations and goals;

- Prior approval to perform design and construction services related to improvement of existing City of Veneta infrastructure unrelated to the Broadway Area Rehabilitation Project route.
- Review of project progress and deliverables to ensure adherence to this scope of work, Intergovernmental Agreement, and delivery schedule;
- Notification of any known delays above and beyond the control of County;
- Maintain current records of DBE utilization;
- Preparing permit applications and paying necessary permit fees, including plan review fees, project deposits or bonds, or other fees required by State or other agencies;
- Providing appropriate and timely review of project deliverables supplied by County to ensure they are consistent with project objectives and requirements;
- Any necessary land use permits required by City, or other agency;
- Coordinating all media and public contact;
- All public involvement required for project development;
- Establishing the bid letting date;
- Conducting the bid opening and authorizing contract.

Lane County Engineering and Construction Services Division (County)

Bill Morgan, PE, is County's primary point of contact for Veneta. Mr. Morgan will also be the Engineer of Record for the design of the project. Other technical resources in specific areas of expertise include the following:

- Kerry Werner, PE, for Design Services
- Frank Simas, SRWA, for Right-of-Way Services
- Dave Brown, PLS, for Construction Management Services

County must notify Veneta immediately (within 5 business days) with written correspondence upon discovery of any changes in the project that influence scope, schedule or budget.

County is responsible for the following:

- Provide staff, materials and resources to complete all assigned tasks and prepare quality deliverables in compliance with all requirements on or ahead of the schedule established for this scope of work;
- Perform engineering services under the direction of a licensed engineer registered in the State of Oregon;
- Perform and document quality assurance reviews (QA/QC);
- Coordinate and participate in project meetings including, but not limited to, giving input for agenda items and taking appropriate minutes for action items;
- Provide written notification to Veneta at the first sign of any delays caused by Veneta or any other entity outside the control of County;
- Represent Veneta and County appropriately in public;
- Project development, which includes the design, detailing and drafting of plans, specification and estimates;

- All technical areas such as survey, pavement and roadway design and testing, roadway drainage, utility design, traffic control, street lighting, utility coordination, erosion control, field inspection and construction management required for project development and construction period services, and incorporation of design work prepared by other consultants in to project plans, specifications and bid documents:
- Printing and distributing plans and specifications to interested parties during the construction advertising period.

Design Standards

The project will be designed and constructed utilizing the State of Oregon Standard Construction Specifications or other standards as directed by Veneta, and using English units of measure.

Project Assumptions

Additional specific assumptions may be listed within the tasks to which they apply. Following are general assumptions that apply to this Statement of Work (SOW):

- Coordination with City of Veneta will be a key component of project success. Timelines dependant upon reviews performed by City may impact this SOW.
- Veneta and County will manage this project under the traditional Design-Bid-Build model.
- Veneta will provide survey (topographic) information previously performed by Wolford Land Surveying. It is anticipated that the data will be accurate to ± 0.04 feet, and only supplemental surveying for detail and ground checking is anticipated. County shall provide additional survey work as needed considering the scope of the work to be undertaken. Survey work to be furnished by Veneta or developed by County shall be sufficient for the purpose of developing cross-sections sufficient to assure proper storm drainage and to facilitate the construction of the proposed improvements.
- Project meetings involving Veneta will be held at the City Offices or at Lane County Public Works in Eugene.
- Bid assistance and issuance of Addenda to the bid documents will be part of the Construction Management Services tasks.
- Scope of Work assumes one bid package with a 5-month design/construction document period and a 5-month construction period from start of work to final payment.
- The streetscape architecture, including benches, bike racks, litter receptacles, and other features will all be similar in design, and it is assumed that timely information by DLA Inc., or others will be provided to the County.
- City of Veneta will provide schematic layout for redesign or design of any water or sanitary sewer lines in the project area and City will provide any right-of-way dedications needed for the reconstruction work.
- Proposed pedestrian level street lighting layout and fixture details will be provided by the City of Veneta or DLA, Inc., with design of underground conduits and other underground appurtenances to be provided by County.

- Design assumes no major or additional stormwater detention, pre-treatment or stormwater quality features other than a bioswale along Waldo Lane.
- Landscaping and irrigation features within the project will be modified as necessary to adjust to the project impacts. Additional landscape and irrigation features not already in place will be designed by DLA, Inc., or others and plans and specifications will be inserted into the County's plans and specifications.
- Architectural and landscaping design will be done by others (DLA, Inc.), and their designs and specifications will be coordinated and incorporated into the County design.
- City of Veneta Public Improvement Project (PIP) process will be followed for the design and construction of project.

Deliverables Overview

County shall submit all deliverables to or designee unless otherwise noted. All deliverables must meet City requirements. All electronic correspondence that is to be submitted electronically must be in a format compatible with Microsoft Office 2003 software or Adobe Acrobat 6.0. Electronic drawing files must be compatible to AutoCAD 2004 or Adobe Acrobat 6.0. Email correspondence must be compatible to Microsoft Outlook.

STATEMENT OF WORK (SOW)

Task 1 – Project Management/Administration

The Project Management/Administration task involves all activities related to managing resources in such a way that these resources deliver all the work required to complete the project within the defined scope, quality, time and cost constraints.

Task 1.1 – Project Management

County shall be responsible for project management for design, bidding, and construction related activities with Veneta being the final approval authority. Coordination with agencies and entities outside of Veneta will be facilitated through Veneta. Specific tasks related to Project Management issues include:

- Preparing and maintaining County project work schedule and coordinating it with Veneta's overall project schedule.
- Attending kickoff meeting.
- Leading discussion and resolution of project issues.
- Monitoring project expenditure and budget.
- Review other consultant plans and specifications for consistency with plans and specifications produced under this SOW.
- Performing project management and coordination with assigned staff and subconsultants.
- Preparing and submitting monthly invoices.
- Attending progress/review meetings with Veneta staff and City.

Task 1.2 – Invoices, and Scheduling

County shall prepare and submit an initial detailed project schedule for the tasks to be completed under this agreement. The Project schedule will be used to track all major tasks, deliverables and milestones. County shall prepare a monthly update of the project schedule to show progress throughout the duration of this agreement.

The monthly billing invoices will reconcile the budget with the actual amount spent to date. Separate line items will be used for costs associated with improvements to City of Veneta infrastructure unrelated to the Broadway Area Redevelopment Project, if any.

Deliverables and schedule:

- Initial Project schedule after NFP (Two (2) paper copies and one (1) electronic version).
- Monthly Invoice one (1) original to Veneta no later than the 5th of each month for the previous month's activities.

Task 1.3 - Meetings/Site Visits

County shall participate in up to three (3) meetings/site visits at Veneta offices and/or project site to facilitate the completion of the above mentioned project elements, including:

- Schematic Design (30%) Review Meeting — City.
- Preliminary Design (60%) Review Meeting – City.
- Final Design (100%) Review Meeting

Task 1.4 – Project Management Team

The major objective of this task is to establish a group of project leaders to ensure all design, permitting, right-of-way, and contract issues are raised and resolved in a timely manner.

The Project Management Team shall be responsible for all management decisions related to successful completion of the project, including but not limited to:

- Project Accounting;
- Schedule, coordinate, and supervise project work;
- Coordinate DLA, Inc. Design Team elements;
- Maintain liaison and coordination with Veneta and outside agencies/property owners;
- Prepare monthly progress reviews (if necessary for decision-makers);
- Prepare records of decisions (design and engineering);
- Prepare invoices and supporting data;
- Monitor project budget;
- Prepare, maintain, and update project activity schedule;
- Prepare detailed minutes of each project team meeting.

The Project Management Team shall meet as often as necessary to meet the stated objective. It is estimated that no more than 10 meetings will be required throughout the duration of the project (design and construction periods).

The Project Management Team membership can change as needed to pull in necessary staff, but at a minimum it should be comprised of the primary contacts for Veneta and County.

Other meetings may be necessary to resolve issues raised by ODOT or other agencies pertaining to street design, standards, specification, etc.

- Coordination meetings with ODOT (up to 2) outside of Project Management Team meetings.

County shall be responsible to give input to Veneta for agenda items, take notes pertaining to assigned work at each meeting and distribute a copy of the relevant action items to Veneta for confirmation.

Task 1.5 - Coordination with Dougherty Landscape Architects (DLA), Subconsultants, Veneta and Utilities.

County shall coordinate with other entities who will be involved in the project to ensure consistency with design and specifications.

Task 1.6 - Quality Assurance/Quality Control

County will perform internal reviews of all deliverables prior to submission.

Deliverable and Schedule:

- Copy of County action items via email distribution within 5 work days of meeting.
- Input of suggested agenda items to Veneta at least 2 work days prior to meeting.
- Up to two (2) 22"x34" informational plans for each of the Preliminary Design and Final Plan meetings.

Task 2 – Design Engineering Services

The Design Engineering Services task involves all activities necessary to develop, design, and produce Final Plans, Specifications and Estimates (PS&E), collectively referred to as the Bid Documents.

Task 2.1 - Preliminary Surveying & Mapping

Notify affected property owners along proposed alignment by notice of intent to conduct a road survey.

Veneta will provide electronic and hardcopy data from a previous survey by Wolford Land Surveying to County to develop base mapping for the project. County shall perform supplemental surveying in project area as necessary to prepare base mapping for the project.

The following subtasks may be involved in Preliminary Survey & Mapping:

- Records research and compilation of available survey data.
- Establish horizontal and vertical control points.
- Perform supplemental topographic surveying and mapping.
- Tie horizontal locations of all utilities; in instances where there may be a major conflict with utilities, tie the vertical location as well.

Deliverables and schedule:

- Survey information shall be incorporated as needed into documents in subsequent tasks.
- Data can be provided to Veneta electronically if requested.
- Veneta shall provide high-resolution aerial photography (a DTM) within 30 days of NTP.

Task 2.2 - Preliminary Design

Provide labor, equipment and materials necessary to perform the preliminary project design and obtain design acceptance from Veneta. This task includes development of the design criteria, alternatives analysis, if any, and developing preliminary design plans and estimates. The subtasks and associated deliverables are described below.

Task 2.2.1 - Engineer's Report and Design Issues

Describe the project design criteria and identify all design exceptions for the project. Veneta input for design criteria will be addressed at the Project kickoff meeting. Include (in the table/matrix or a cover memorandum) a list of all design exceptions necessary for proposed alternative(s) and a discussion of relative merits or shortcomings of each. Meet with City to discuss and decide how to proceed on each design issue.

It is anticipated that access and on-street parking for each property will be a critical part of Project. Veneta will provide all labor and management necessary to resolve these issues with the property owners as part of this phase of the work, so that the 30% Schematic Design can reflect these decisions and agreements.

Deliverable and schedule:

- Engineer's Report and Design Issues: two (2) hard copies and one electronic version submitted within 30 work days after the kickoff meeting and discussion of design criteria

- Veneta shall resolve access and on-street parking issues with each property owner.

Task 2.2.2 - 30% Schematic Design Plan Set and Estimate

Provide labor equipment and materials necessary to prepare a 30% Schematic Design.

The 30% plan set will be based on the Broadway Area Redevelopment Streetscape

plans prepared by DLA. The Draft Design must include a roadway design plan (if applicable), streetscape design plan, and highlight the following elements of the design:

- Outline of Project constraints such as topography, permits, R/W, utilities and cost (Note: these may be executive summaries prepared for deliverables and reports associated with this Project);
- Utility plans; (provided by Veneta)
- Landscaping and irrigation plans; (provided by DLA)
- Streetscape elements; (provided by DLA)
- Street Lighting (footcandle study to be provided by others);
- Typical sections;
- Roadway preliminary alignment and profile if available;
- Design exceptions to Standards;
- Construction cost estimate;
- Right of way cost estimate, if any, and
- Construction traffic control, if available.

Drawings submitted at this stage must be marked as "Preliminary". No professional engineer's seal is required for the Draft documents.

Veneta shall provide comments on the 30% Schematic Design within five (5) working days of submittal. County shall compile and address comments as they are received and communicate with the primary point of contact regarding the comments. Within five (5) workdays after receiving comments, a Record Log of Comments with written response shall be provided to address review comments.

Deliverables and schedule:

- One (1) electronic copy of the 30% Schematic Design Plan Set.
- Record Log of Comments/Responses within five (5) work days after receipt of comments.

Task 2.2.3 - 60% Preliminary Design Plan Set

This task identifies a second milestone in the development of the plans, specifications and estimate. County shall provide labor equipment and materials necessary to prepare a 60% Preliminary Design for review by Veneta and City. In addition, any known permits will be identified and drafted for review by Veneta.

Veneta shall provide comments on the 60% Preliminary Design within five (5) working days of the submittal. County shall compile and address comments as they are received and communicate with the primary point of contact regarding the comments. Within five (5) workdays after receiving comments, a Record Log of Comments shall be provided with written response to address review comments.

Deliverables and schedule:

- One (1) electronic copy of the 60% Preliminary Design Plan Set.
- Record Log of Comments/Responses within five (5) work days after receipt of comments.

Task 2.3 – Oregon Department of Transportation (ODOT) and Central Oregon and Pacific Railroad Permits

Close coordination with ODOT and the Railroad will be required to obtain concurrence on any and all design elements within their rights-of-way for the project. While County will obtain preliminary concurrence from Veneta on design exceptions, ultimately, they will have to be processed by ODOT and the Railroad if their respective rights of way are impacted.

County shall summarize and reference all applicable reports, technical memoranda, and plans/drawings prepared under this agreement for use by ODOT and the Railroad as necessary.

Processing times by Veneta and the Railroad are unknown and may impact the schedule.

Task 2.4 – Utility, Streetscape, Landscaping and Irrigation

Incorporation of complete Utility (water and sanitary sewer), streetscape, landscaping and irrigation design, specifications, and estimates for the project that include modifications to existing irrigation systems, plantings and existing tree protections. All of these will be provided by Veneta (through DLA, or by Veneta City Engineer) and given to the County for incorporation during the entire design phase.

Task 2.5 – Pedestrian Level Street Lighting

A schematic plan with details that provides for the installation of pedestrian street lights will be provided to the County by the City. The County will create electrical and wiring plans and specifications from these schematic plans. Illumination foot-candle analysis will be provided by others.

Task 2.6 - Final Plans, Specifications and Estimate

Complete Final (100% completion) plans, specifications and construction quantity and cost estimates for the project. The Final Plans shall be in conformance with ODOT Standard Specifications and supplemented by City standards that may apply.

County shall ensure that the plan sheets and the specifications are stamped and signed by the appropriate Professional Engineer and shall deliver the final documents in a "camera ready" format to Veneta's primary contact for printing. Every pay item identified on the project plans must have a corresponding specification that states the method of measurement and payment for that pay item. The Final Plans, Specifications, and Estimate (PS&E) and Construction Schedule will be integrated into the bid documents as a basis for allowable contract time.

County will make copies of the final documents for distribution during the bidding phase.

The project Final Plans must include all of the plan sheets that are intended to be in the construction bid package. The Final Plans must be of sufficient detail to enable an independent quantity check.

County shall conduct an internal quality review prior to submittal to Veneta. The internal review shall be documented by signature of the reviewers on a Quality Assurance Review set of plan sheets. Final Special Provisions shall be prepared and submitted with the Final PS&E set.

County shall obtain the necessary project related Special Provision sections from the applicable sources and email the file to Veneta for integration with other sections. The Final Special Provisions must be complete for construction bidding and contain all of the necessary sections to describe the work. A cost estimate shall be prepared in an approved format. A Record Log of Comments/Responses listing Veneta and ODOT review comments and County responses shall be submitted.

Deliverables and schedule:

- One (1) electronic copy of project Final (100%) Plans, Special Provisions, and Estimate in conformance with the description above.
- Record Log of Comments/Responses by 10 days after receiving comments.
- Veneta's primary contact shall coordinate Veneta's plan reviews and return comments to County within five (5) working days (from receipt date) for resolution.
- Within one (1) week following receipt of review comments, it is anticipated that County will schedule and lead a 100% review meeting to resolve comments. County shall prepare a brief meeting summary of required corrections to the PS&E documents.
- One (1) Project Construction Schedule

Task 3 – Construction Management Services

This task involves all activities related to planning and managing construction of the project from contract bidding to final close-out, acting as the "owners" representative to the successful bidder. This task will also incorporate the City of Veneta's Permit process.

Task 3.1 - Utility Design and Relocation

Task 3.1.1 - Pre-construction Utility Coordination

With the exception of City utilities such as water and sanitary sewer, County will identify and locate all utilities within the project limits, initiate contacts with utilities, and coordinate relocations needed for construction of the project. The following subtasks may be involved in Pre-construction Utility Coordination:

- Send Scoping Letter to utilities introducing the project;
- Obtain Utility Company as-constructed plans;
- Send Locate request to utilities to identify utilities within the vicinity of the project;
- Send Base Map Letter with preliminary plans to each of the effected utilities;

- Determine possible conflicts with utilities;
- Provide utility location and relocation plans to Veneta for review and approval.

Deliverables and schedule:

- Copy of Utility Coordination letters and status reports if needed. ODOT shall be copied on all utility correspondence affecting its right-of-way.

Task 3.1.2 - Construction Coordination and Monitoring.

County will coordinate and monitor utility relocations.

Deliverables and schedule:

- Prepare utility location and/or relocation plans for submittal to Veneta.

Task 3.2 - Materials Testing and Quality Control

Provide labor, equipment, and materials necessary to complete all materials testing and quality control during design and construction.

Subtasks of Materials Testing and Quality Control may include:

- Soils testing;
- Asphalt Testing;
- Concrete Testing;
- Construction Materials;
- Compliance with approved material certifications and specifications.
- Inspection, testing, quality control for water, sanitary sewer, landscaping and irrigation is not included in this SOW, but will be provided by others (DLA and Veneta City Engineer)

Deliverables and schedule:

- Materials testing results and analysis.
- Construction inspection reports upon request or as needed.

Task 3.3 - Construction Contract Management

These tasks shall occur after the bidding process and upon selection of a Contractor to construct the project.

Perform all construction contract management duties including, but not limited to, the following subtasks:

- Bid Document preparation;
- Bid assistance and issuance of addenda as needed;
- Respond to Contractor's questions and inquiries during bidding period;
- Assist with the evaluation of bids;
- Schedule and lead Preconstruction Conference;

- Prepare Contract Change Orders;
- Prepare progress payments;
- Prepare project Punch list;
- Conduct Final inspection with Contractor, Veneta and ODOT;
- Prepare Final Pay Estimates to Contractor;
- Prepare project as-constructed plans;
- Perform 1-year and 2-year warranty inspection and prepare report.

County will serve as primary contact for the Contractor for design and construction decisions, subject to review by the Project Management Team.

County shall present Contract Change Order Requests to Veneta to be evaluated and acted on as appropriate.

County shall present any claims made by the Contractor, along with a Claim Analysis and recommendations to Veneta for resolution.

Deliverables and schedule:

- Final Contract Documents upon advertisement date.
- Addenda to Bid Documents as necessary.
- Copies of Change Order Requests as received.
- Claims and Claims analysis as received and reviewed.

County shall prepare and provide Veneta with monthly construction invoices. Veneta shall pay all construction invoices.

Veneta shall be available for answering questions during the advertising and bidding of the project. The following subtasks may be involved in Construction Contract Management for Veneta:

- Advertising;
- Distribution and tracking of Bid Documents;
- Respond to questions from bidders;
- Preparation of plan and specification addenda as needed;
- Bid Opening;
- Perform the evaluation of bids;
- Determination of Contractor eligibility;
- Bid Award;
- Execution of Contract Documents with Contractor;
- Issue Notice to Proceed.

Veneta shall act as final decision-maker concerning any claims made by the Contractor against the project.

Deliverables and schedule:

- Veneta shall provide County with documentation of responses to bidders and revision letters as required.
- Respond to Requests For Information (RFIs) as needed.
- Response to Contract Change Order Requests as needed.

Task 3.4 - Construction Inspection

Provide resources necessary to inspect all construction activity for items covered under this scope of work and materials to ensure compliance with Bid Documents. Inspectors will log daily activities and record decisions made and track bid items and quantities on a daily basis.

Perform all Construction Inspection subtasks including the following:

- Monitor and document daily construction activity and ensure compliance with construction documents
- Verify that all materials incorporated into project comply with acceptable standards.
- Quantify work completed and track bid items on a daily basis.

Task 3.5 - Construction Surveying

Provide labor, equipment, and materials necessary to establish and maintain survey markers, construction staking and other field references necessary to construct the project.

Perform all Construction Surveying subtasks including the following:

- Coordination with Wolford Land Surveying for Survey Control
- Additional topography and field verifications as needed
- Construction staking of Curbs, sidewalks, underground utilities, and grade hubs, as needed.
- Field measurements for quantities of bid items
- Field measurements for as-built plans to be prepared by others.
- Survey location of right of way along Territorial Highway, if needed.

COST ESTIMATE

Broadway Area Redevelopment - Veneta
 Engineering & Construction Services Division - Design-Bid-Build
 Summary of ECS and all Subconsultants
 Project # XX

Task	Description	ECS	Total Hours	Total Budget by Task
1.0	Project Management/Administration	172	172	\$13,201
1.1	Project Management			
1.2	Invoices and Scheduling	28	28	\$1,948
1.3	Meetings/Site Visits	56	56	\$4,573
1.4	Project Management Team	56	56	\$4,573
1.5	Coord. with DLA, Subconsultants and Utilities	32	32	\$2,108
1.6	Quality Assurance/Quality Control			
2.0	Design Engineering Services	1,196	1,196	\$82,502
2.1	Preliminary Surveying & Mapping	152	152	\$7,539
2.2	Preliminary Design			
2.2.1	Engineer's Report & Design Issues	160	160	\$6,966
2.2.3	30% Schematic Design Plan Set and Estimate	212	212	\$15,490
2.2.4	60% Preliminary Design Plan Set and Estimate	224	224	\$15,653
2.3	ODOT and Central Oregon and Pacific Railroad Permits	44	44	\$3,768
2.4	Streetscape, Utility, Landscaping & Irrigation	48	48	\$3,437
2.5	Pedestrian Level Street Lighting	64	64	\$3,840
2.6	Final PS&E	292	292	\$20,810
3.0	Construction Management Services			
3.1	Utility Design and Relocation			
3.1.1	Pre-construction Utility Coordination	87	87	\$5,000
3.1.2	Construction Coordination and Monitoring			
3.2	Materials Testing & Quality Control			
3.3	Construction Contract Management			
3.4	Construction Inspection			
3.5	Construction Surveying			
TOTAL PROJECT COSTS				
	Total Hours	1,368	1,368	
	Total Labor Cost			\$95,703
	Direct Expenses			\$3,828
	Project Total			\$99,531

**EXHIBIT B
FEDERAL REGULATIONS**

ALL OR PART OF THIS CONTRACT MAY BE FEDERALLY FUNDED. Contractor shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Invitation for Bid or Request for Proposal. As used in these regulations, "Contracting Officer" means the Purchasing Administrator employed by CITY.

The following provisions and references can be reviewed in Purchasing.

Contractor shall comply with the following provisions regardless of the contract amount:

<u>Drug and Alcohol Testing</u>	49 U.S.C. §5331 49 CFR PARTS 653 & 654 49 CFR PART 661
<u>Charter/School Bus Requirements</u>	49 U.S.C. §5323 (d&f) 49 CFR PARTS 604 & 605
<u>Cargo Preference</u>	46 U.S.C. 1241 46 CFR PART 381
<u>Seismic Safety</u>	42 U.S.C. 7701 et seq 49/ CFR PART 41
<u>Energy Conservation Requirements</u>	42 U.S.C. 6321 et seq 49 CFR PART 18
<u>Bus Testing</u>	49 U.S.C. 5323 (c) 49 CFR PART 665
<u>Pre-Award and Post-Delivery Audit Requirements</u>	49 U.S.C. 5323 49 CFR PART 663
<u>Access to Records and Reports</u>	49 U.S.C. 5325 18 CFR 18.36 (l) 49 CFR 633.17 49 CFR PART 18
<u>Federal Changes</u>	49 CFR PART 18
<u>No Government Obligation to Third Parties Program Fraud</u>	31 U.S.C. 3801 49 CFR PART 31 18 U.S.C 1001 49 U.S.C. 5307
<u>Federal Privacy Act Requirements Civil Rights</u>	5 U.S.C. 552 NUMEROUS, SEE MANUAL
<u>Patent Rights, Rights in Data</u>	37 CFR PART 401 49 CFR PARTS 18 & 19
<u>Transit Employee Protective Agreements</u>	49 U.S.C. § 5310, § 5311, § 5333 29 CFR PART 215 49 CFR PART 26
<u>Disadvantaged Business Enterprises State and Local Law Requirements Incorporation of Federal Transit Administration (FTA)</u>	FTA CIRC 4220.1E

Contractor shall comply with the following provisions if this is a construction contract exceeding \$2,000:

<u>Davis-Bacon Act</u>	40 U.S.C. & 167; 276a-276a-5 (1995) 29 CFR § 5 (1995)
<u>Contract Work Hours and Safety Standards</u>	40 U.S.C. § 327-333 29 CFR § 5, 29 CFR § 1926
<u>Copeland Act</u>	40 U.S.C. 276c, 29 CFR § 3 29 CFR § 5

Contractor shall comply with the following provisions if this contract amount exceeds \$10,000:

<u>Recycled Products (Total purchased in current or previous FY)</u>	42 U.S.C. 6962 0 CFR PART 247, EX. ORDER 12873
<u>Termination</u>	49 U.S.C. PART 18, FTA CIRC 4220.1E

Contractor shall comply with the following provisions of the Federal Acquisition regulations (FAR) if this contract amount exceeds \$100,000:

<u>Government-wide Debarment and (Suspension Nonprocurement)</u>	49 CFR PART 29, EXECUTIVE ORDER 12549
<u>Buy America Requirements</u>	49 U.S.C. §5323 (j) 49 CFR PART 661
<u>Clean Water Lobbying</u>	33 U.S.C. 1251 31 U.S.C. 1352 49 CFR PART 19 & 20
<u>Bonding Requirements</u>	FTA GRANT AGMT PT II SEC 118 (h&i)
<u>Clean Air</u>	42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR PART 18 49 CFR PART 20
<u>Breach of Contract and Dispute Resolution</u>	49 CFR PART 18, FTA CIRC 4220.1E

CFR = Code of Federal Regulations
U.S.C. = United States Code

EO = Executive Order Updated 11/7/05 @ Q:\PURCHASE\WPDATA\FORMS\FEDREG.DOC



EXHIBIT C
Engineering & Construction Services Division
Lane County Department of Public Works
(Labor Rates Only – Effective 7/1/08 through 6/30/09)

STANDARD HOURLY BILLABLE RATES

Classification	Minimum Hourly Rate	Maximum Hourly Rate
Design Services		
Supervising Design Engineer	\$ 68.26	\$ 102.40
Sr. Engineering Associate	\$ 54.81	\$ 77.47
Engineering Associate	\$ 48.45	\$ 67.16
Environmental Engineering Specialist	\$ 48.45	\$ 67.16
Engineering Tech 2	\$ 41.78	\$ 57.92
Engineering Tech 1	\$ 36.92	\$ 51.15
Engineering Assistant	\$ 32.64	\$ 45.27
Office Assistant 2	\$ 31.99	\$ 44.29
Construction Services – Survey		
Sr. Surveyor	\$ 46.19	\$ 64.01
Associate Surveyor	\$ 42.90	\$ 59.47
Engineering Associate	\$ 40.83	\$ 56.60
Engineering Tech 2	\$ 35.21	\$ 48.81
Engineering Tech 1	\$ 31.12	\$ 43.11
Construction Services – Inspection		
Construction Services Manager	\$ 68.38	\$ 102.57
Sr. Engineering Associate	\$ 44.13	\$ 61.16
Engineering Associate	\$ 39.01	\$ 54.88
Engineering Tech 2	\$ 33.64	\$ 46.63
Sr. Office Assistant	\$ 31.16	\$ 43.16
Materials Lab		
Sr. Engineering Associate	\$ 51.30	\$ 72.60
Engineering Tech 2	\$ 39.11	\$ 54.21
Engineering Associate	\$ 45.34	\$ 62.86
Administrative		
County Engineer	\$ 77.73	\$ 116.59
Public Works Analyst	\$ 41.07	\$ 56.93
Administrative Assistant	\$ 38.31	\$ 53.08
Right-of-Way Services		
Right-of-Way Manager	\$ 61.07	\$ 91.62
Sr. Real Property Officer	\$ 52.30	\$ 72.48
Sr. Engineering Associate	\$ 52.30	\$ 73.99
Engineering Associate	\$ 46.23	\$ 64.89
Real Property Officer 2	\$ 46.23	\$ 64.09
Office Assistant 2	\$ 31.99	\$ 44.29
Legal Services		
Attorney	\$101.00	\$101.00
Support Staff	\$56.00	\$56.00
Law Clerk	\$19.00	\$19.00

- Additional direct materials and services costs and overtime will be invoiced at actual rate
- Other employees may be charged at an hourly rate based on salary, fringe benefits, and overhead costs
- Invoices will be based on the actual rate of pay paid to the specific employee performing the work/tasks