

W8C4

**AGENDA COVER MEMO**

**DATE:** February 5, 2003  
**TO:** Lane County Board of Commissioners  
**DEPT:** Public Works  
**PRESENTED BY:** Sonny Chickering  
County Engineer

**AGENDA ITEM TITLE:** In the Matter of Awarding Requirements Contracts for Professional Services in Fish Culvert Engineering Consultation to Otak in the NTE Amount of \$80,000 and Vigil-Agrimis, Inc. in the NTE amount of \$70,000

**I. MOTION**

**THAT THE BOARD ORDER BE ADOPTED AWARDING REQUIREMENTS CONTRACTS FOR PROFESSIONAL SERVICES IN FISH CULVERT ENGINEERING CONSULTATION TO OTAK IN THE NTE AMOUNT OF \$80,000 AND VIGIL-AGRIMIS, INC. IN THE NTE AMOUNT OF \$70,000 TO BE EXECUTED IN ACCORDANCE WITH THE REQUEST FOR PROFESSIONAL SERVICES AND THAT THE COUNTY ADMINISTRATOR IS AUTHORIZED TO EXECUTE THE CONTRACT AGREEMENTS.**

**II. ISSUE AND PROBLEM**

Lane County Department of Public Works has need of flexible on-call professional engineering services for various fish culvert replacement projects.

**III. DISCUSSION**

**A. Background.**

In September 2002, thirty engineering consulting firms were mailed Request for Professional Services notifications. Fifteen firms responded to the request. Based on a combination of performance records and other required qualifications, the selection committee judged the selected firms as qualified to perform the work described in the Request for Professional Services.

**B. Analysis.**

Typical projects will be to design fish passage culverts according to the Oregon Department of Fish and Wildlife guidelines and criteria for stream/road crossings, secure necessary environmental and land-use permits, provide plans, specifications and technical information necessary for construction and provide environmental permit compliance monitoring and reporting. Language in the Request for Professional Services allows the option of renewing the agreements for two additional one-year time periods. This allows for uninterrupted engineering consulting services.

**C. Alternatives/Options**

1. Contract with selected firms (staff recommendation).
2. Solicit professional services and award contracts on a project-by-project basis.
3. Postpone design and construction of the proposed culvert replacements until required work can be performed by existing staff.

**D. Recommendation.**

Staff recommends that the Board award contracts to the selected consultants for work assigned during the first year of the contract.

Per language in the Request for Professional Services, the contracts may be amended to extend time and/or dollar limits during the current and the two subsequent one-year terms as specified in the contracts.

**IV. IMPLEMENTATION/FOLLOW-UP**

Upon approval by the Board, the contracts will be processed for execution by the County Administrator.

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

ORDER NO.

(IN THE MATTER OF AWARDING  
(REQUIREMENTS CONTRACTS FOR  
(PROFESSIONAL SERVICES IN FISH  
(CULVERT ENGINEERING  
(CONSULTATION TO OTAK IN THE  
(NTE AMOUNT OF \$80,000 AND VIGIL-  
(AGRIMIS, INC. IN THE NTE AMOUNT  
(OF \$70,000

**WHEREAS**, Lane County has need of flexible on-call professional engineering consulting services for various fish culvert replacement projects; and

**WHEREAS**, in October 2002, Sonny Chickering, County Engineer, under authority of Lane Manual, Chapter 21, received submittals from interested firms for Fish Culvert Engineering Consulting Services; and

**WHEREAS**, fifteen firms submitted responses. Upon review of the responses, the selection committee recommends awarding requirements contracts to Otak, Incorporated and Vigil-Agrimis, Inc.; **NOW THEREFORE BE IT**

**ORDERED**, that the submittals received from Otak, Incorporated and Vigil-Agrimis, Inc. for professional fish culvert engineering consulting services be accepted as recommended and the selected firms be awarded requirements contracts in the not-to-exceed amounts of \$80,000 and \$70,000, respectively, for a one-year term with the option to extend the contracts for two subsequent one-year terms in accordance with the Request for Professional Services; **IT IS FURTHER**

**ORDERED**, that the County Administrator is authorized to execute each of the requirements contracts.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

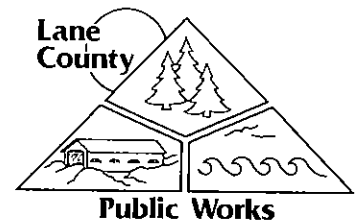
\_\_\_\_\_  
Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

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

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

September 30, 2002



**LANE COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROFESSIONAL SERVICES:**

**FISH CULVERT CONSULTING  
SERVICES**

**SUBMITTALS DUE 4:30 P.M., FRIDAY, OCTOBER 25, 2002**

The Lane County Public Works Department is seeking one or more professional Consultant(s) to provide on-call engineering services for fish culvert replacements. The contract(s) is anticipated to start December 2002, and will cover approximately a 1-year period. County reserves the right to amend the contract(s) for up to two (2) additional years contingent upon need and the availability of approved funding. The solicitation process is pursuant to Lane Manual 21.118(1)(d).

A copy of the Request For Professional Services and information pertaining to the Request may be obtained by contacting Arno Nelson, Road Maintenance Planning, Lane County Public Works Department, 3040 North Delta Highway, Eugene, OR 97408-1696, (541) 682-6999, on or after October 7, 2002. Consultants shall submit proposals based only on written information received directly from Lane County Public Works. However, for convenience only, the Request For Professional Services may be seen at Lane County's website at [www.co.lane.or.us/pw\\_plan](http://www.co.lane.or.us/pw_plan) and select "County Plan Center". Proposal information may be submitted by interested Consultants until 4:30 p.m. Friday, October 25, 2002.

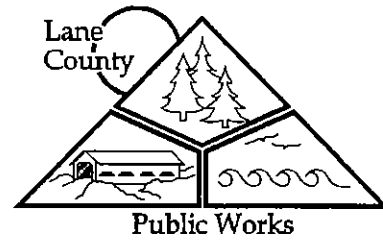
Lane County reserves the right to not select any consultant if information submitted is not in compliance with the requirements of the Request or if it is not in the County's interest to make a selection from those Consultants responding to this Request.

All interested Consultants must comply with the applicable provisions of ORS 279.350 or 40 U.S.C. 276a, the applicable provisions of the Equal Employment Opportunity Act of 1972, and the Civil Rights Act of 1964 as amended. Lane County is an equal opportunity employer. Each interested Consultant must submit certification per ORS 279.111 that the firm has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Sincerely,

A handwritten signature in cursive script that reads "Sonny P.A. Chickering".

Sonny P. A. Chickering, P.E.  
County Engineer



**REQUEST FOR PROFESSIONAL SERVICES:  
FISH CULVERT CONSULTING SERVICES**

**PROPOSAL DUE DATE: 4:30 P.M., FRIDAY,  
October 25, 2002**

**ENGINEERING DIVISION  
LANE COUNTY DEPARTMENT OF PUBLIC WORKS  
3040 NORTH DELTA HIGHWAY  
EUGENE, OR 97408-1636**

## TABLE OF CONTENTS

		PAGE
PART I	GENERAL INFORMATION	
	A. Purpose	1
	B. Scope of Projects	1-2
	Culvert Location Maps	Inserts 1-8
	C. Scope of Services	3
	D. Consultant's Responsibilities	4
PART II	SUBMITTAL REQUIREMENTS	
	A. General Conditions	5
	B. Content and Format	6-7
PART III	SELECTION PROCESS	
	A. Selection Committee	7
	B. Evaluation Criteria	8-9
	C. Comments and Appeals	10
PART IV	WORK AUTHORIZATION	10
PART V	SAMPLE FORMS	
	A. Notice of Intent to Authorize Work	11
	B. Work Authorization Documents	12
	C. Contract Agreement For Consultant Services (Including Attachment "A")	13-23

## **PART 1 – GENERAL INFORMATION**

### **A. PURPOSE**

Lane County Department of Public Works (County) is seeking one or more professional services Consultant(s) to provide on-call fish culvert design and consulting services. All firms submitting proposals are referred to as Proposers in this document; the selected Proposer(s) will be designated as Consultant(s). The Consultant(s) will provide engineering services, which compliment, extend or enhance County's abilities to replace existing culverts with fish-friendly culverts using County maintenance crews.

The resulting contract will be set up as a flexible service or an on-call arrangement. Specific projects will be assigned and described in Work Authorization Documents (WAD), described in Part IV. The projects will be assigned as needed by the County, and there is no guarantee that any specific level of work or overall dollar amounts will be assigned.

Multiple Consultants may be hired from this solicitation. If multiple Consultants are hired, the selection of the Consultant for each project will be at the sole discretion of County, which may consider such factors as specific past experience, timing/availability and costs in addition to others.

The contract(s) is anticipated to start December 2002, and will cover approximately a 1-year period. The total current value of the contract(s) will not exceed \$150,000.00. If multiple Consultants are selected, the total current not-to-exceed value will be divided between the selected Consultant(s). The value of work may not be distributed equally between selected Consultants. County reserves the right to amend the contract(s) for up to two (2) additional years and/or up to an additional \$300,000, contingent upon need and the availability of approved funding.

Contract payment is based on a unit price (hourly billing rate) reimbursement. Performance is based on deliverable products and outcomes. The selected Consultant(s) and the County will negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in the Work Authorization Documents.

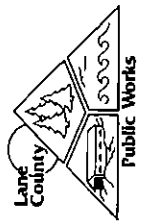
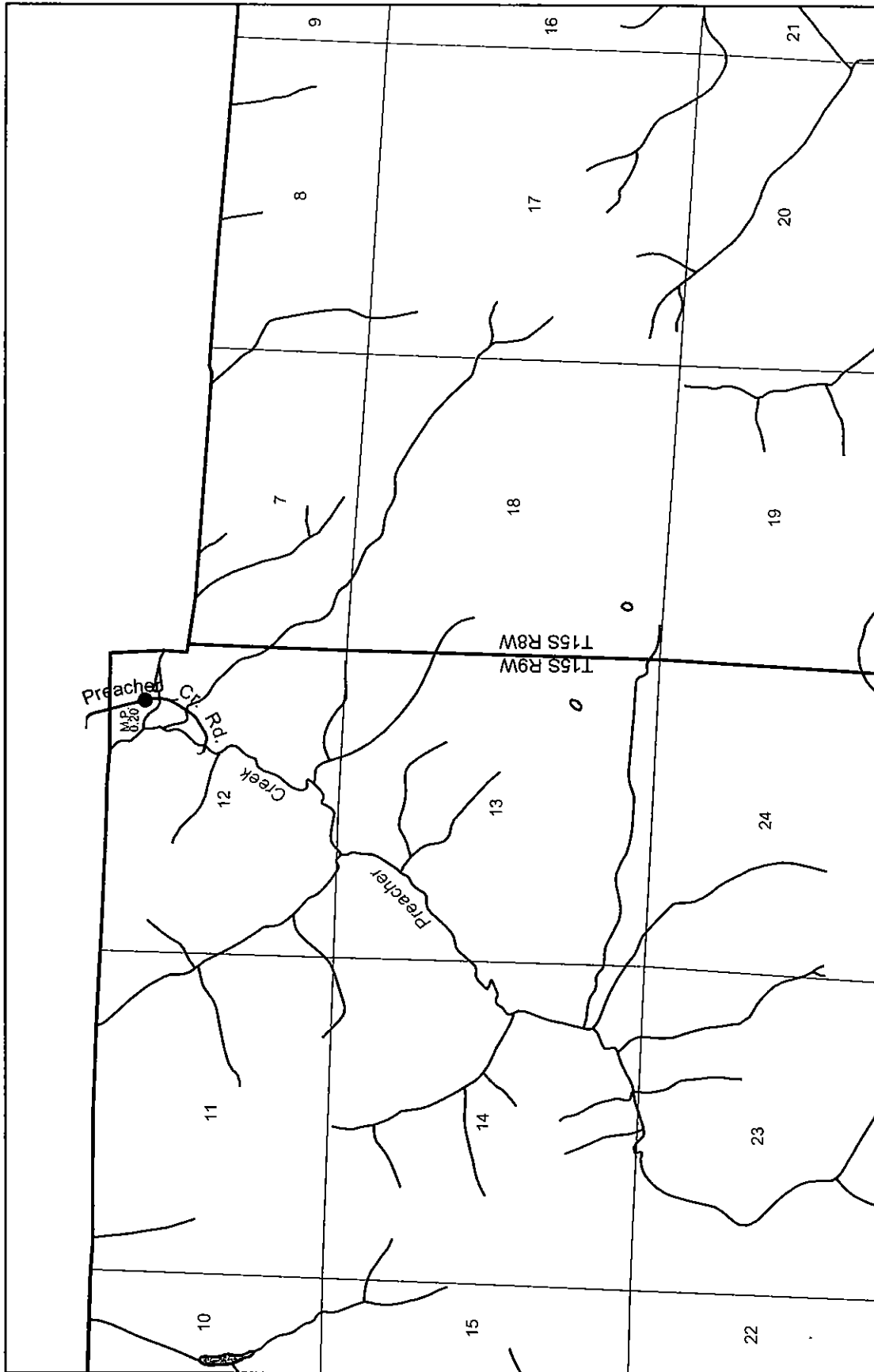
### **B. SCOPE OF PROJECT**

Typical projects will be to design fish passage culverts according to the "Oregon Department of Fish and Wildlife guidelines and criteria for stream/road crossings"; secure all necessary environmental and land-use permits in a timely manner; provide plans, specifications, and technical information necessary for construction no fewer than eight (8) weeks prior to the In-water work period specified in the "Oregon Guidelines for In-Water Work Period"; and provide environmental permit compliance monitoring and reporting.

## **2003 FISH CULVERT REPLACEMENTS**

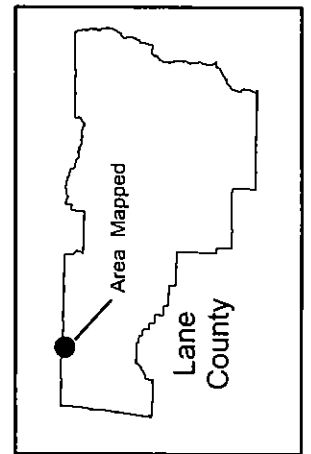
<b><u>Project #</u></b>	<b><u>Project</u></b>	<b><u>Map Insert #</u></b>
5190-1	Preacher Creek Road M.P. 0.20	Insert 1
1966-1	Parsons Creek Road M.P. 1.40	Insert 2
4238-1	Cantrell road M.P. 3.40	Insert 3
4238-2	Cantrell Road M.P. 2.60	Insert 4
4016-1	Sheffler Road M.P. 3.90	Insert 5
2410-1	Sears Road M.P. 1.75	Insert 6
2192-1	Lynx Hollow Road M.P. 1.60	Insert 7
3459-1	Turnbow Lane M.P. 0.60	Insert 8

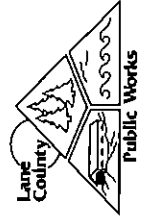
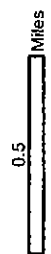
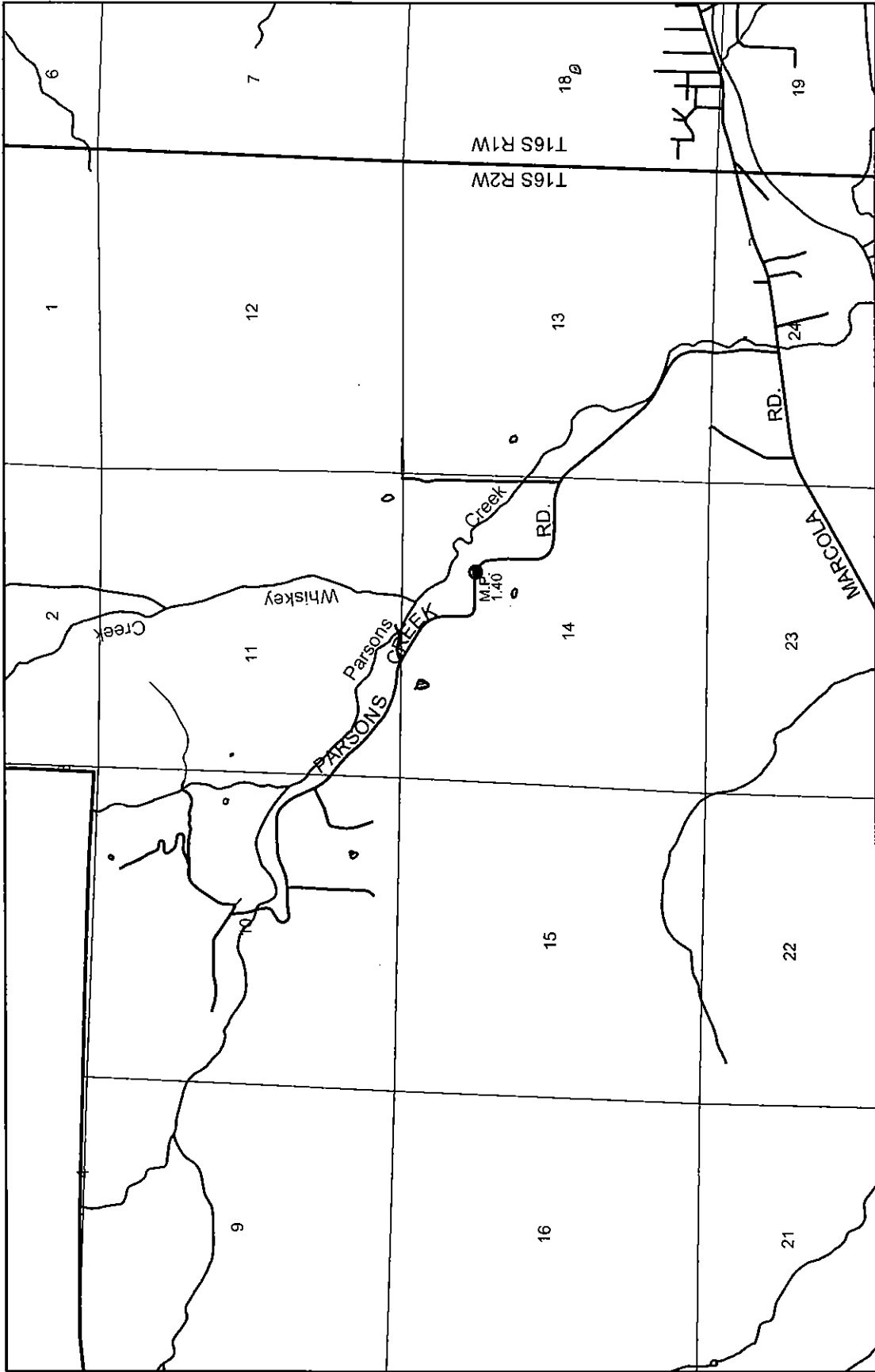




**Preacher Creek Road M.P. 0.20 (Unknown Creek)  
Road Number 519000**

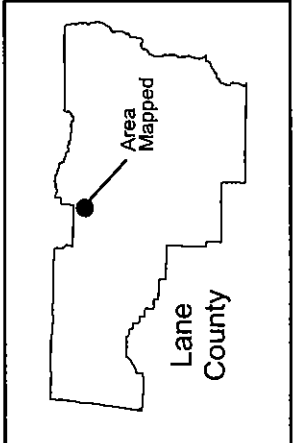
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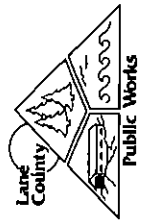
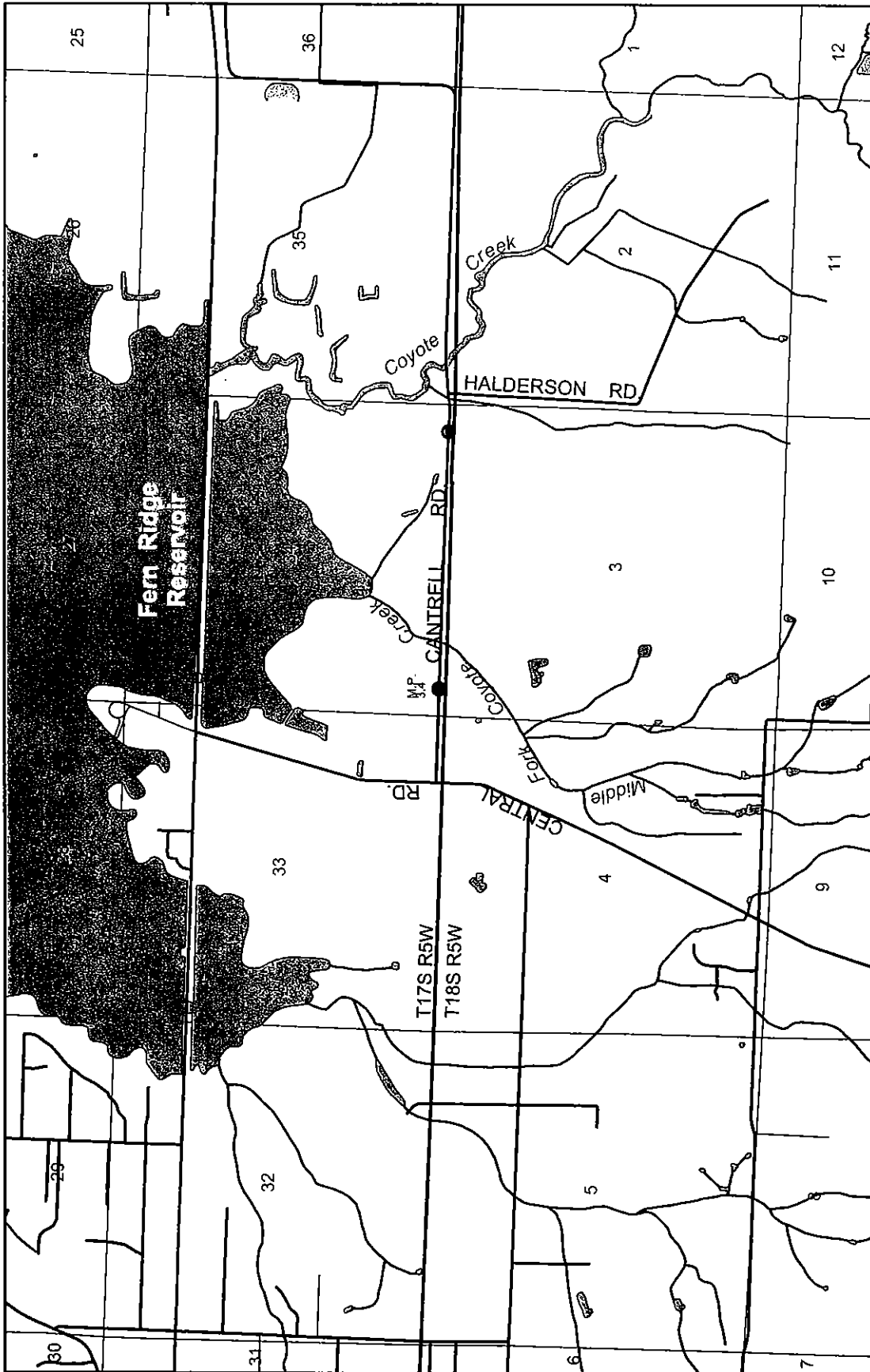




**Parsons Creek Road M.P. 1.40 (Unknown Creek)  
Road Number 196600**

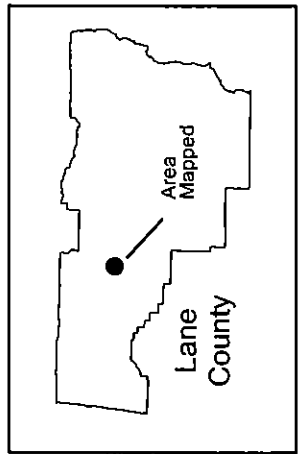
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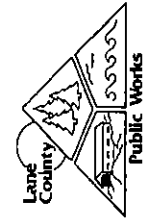
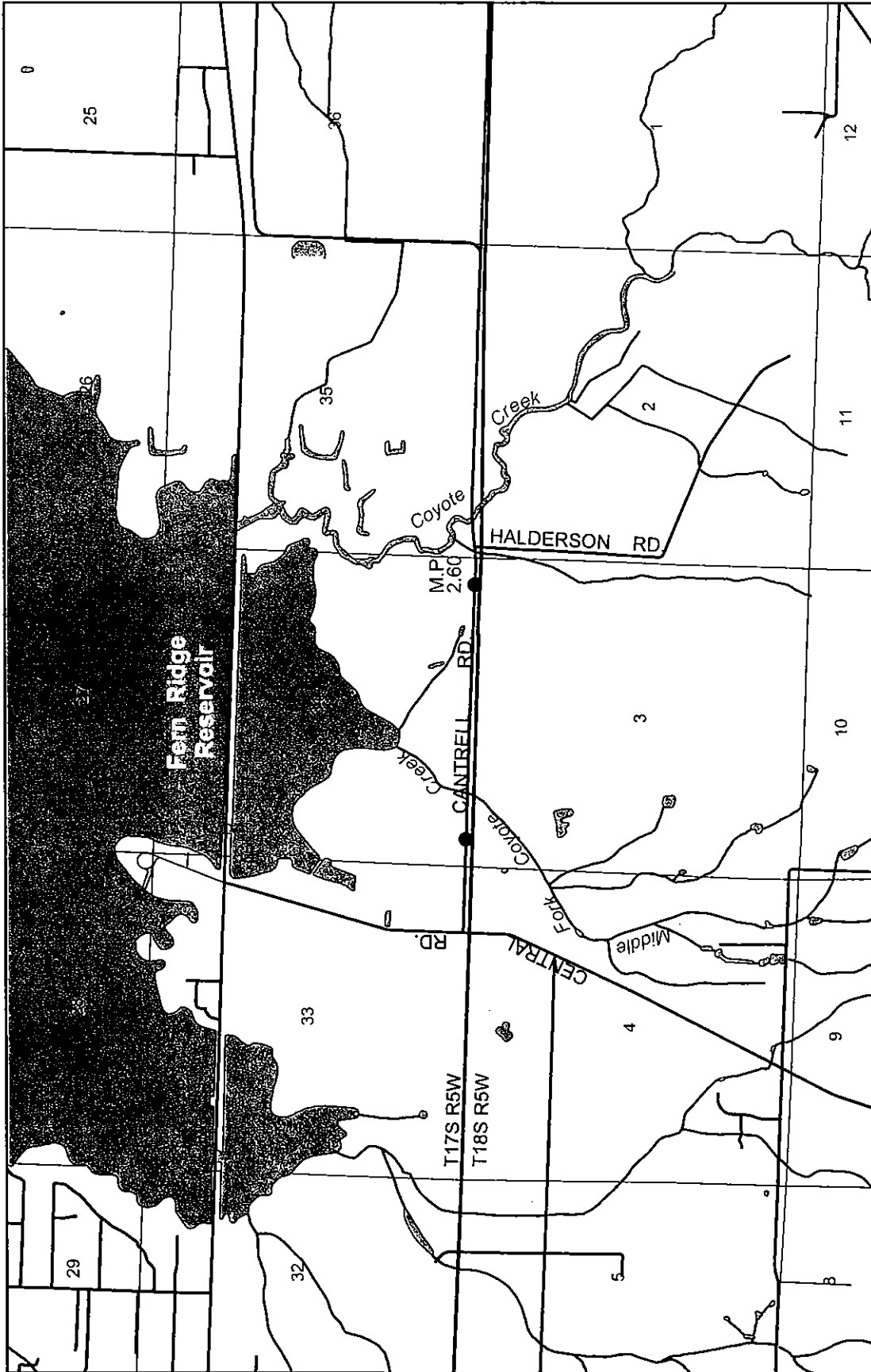




**Cantrell Road M.P. 3.40 (Middle Fork Coyote Creek)  
Road Number 423800**

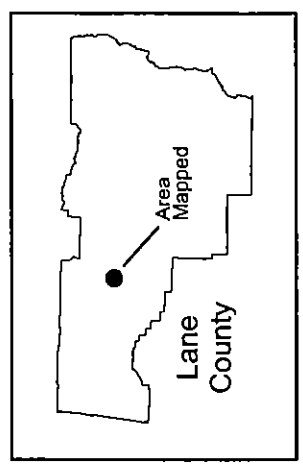
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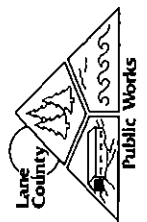
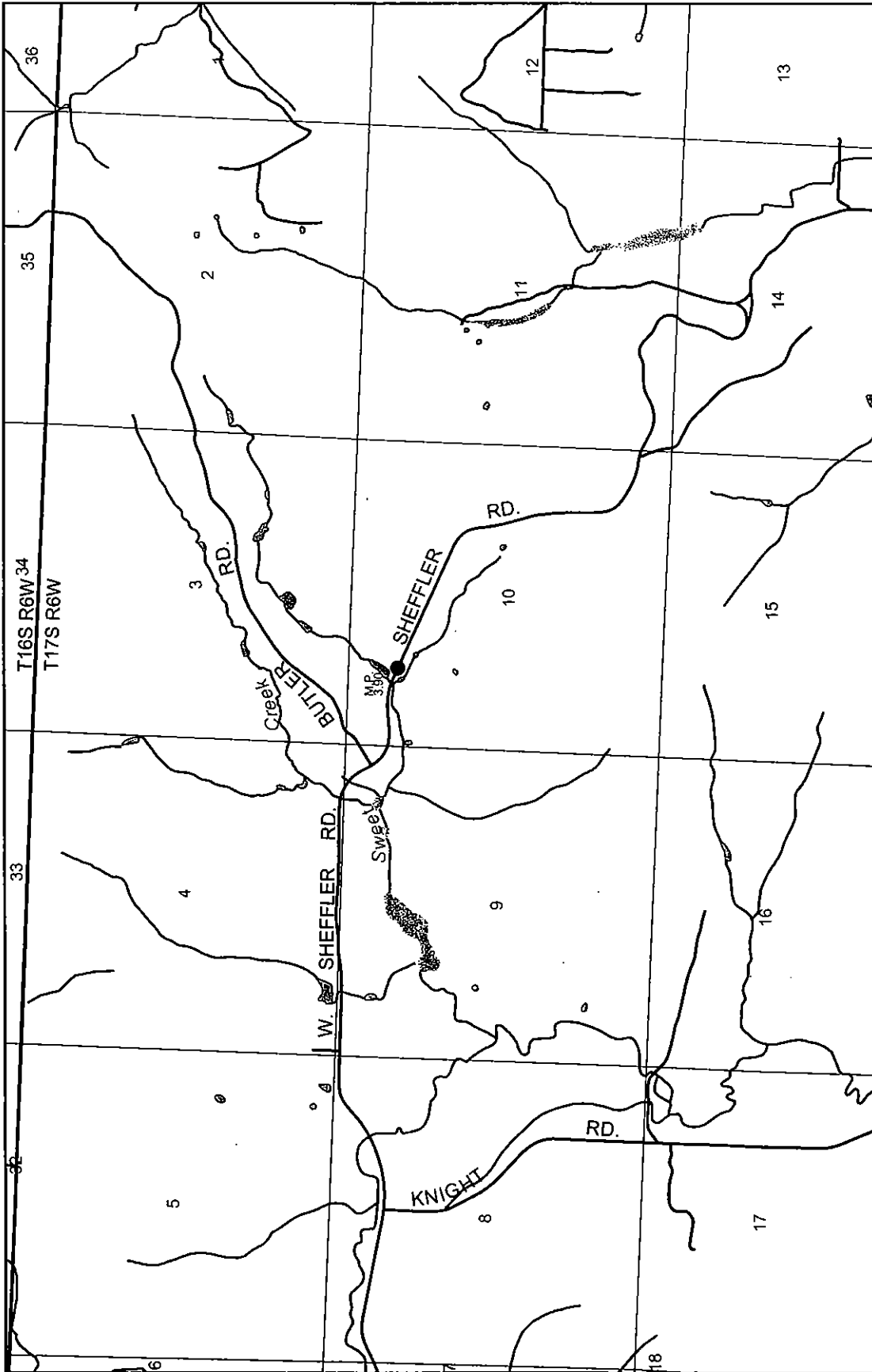




**Cantrell Road M.P. 2.60 (Unknown Creek)  
Road Number 423800**

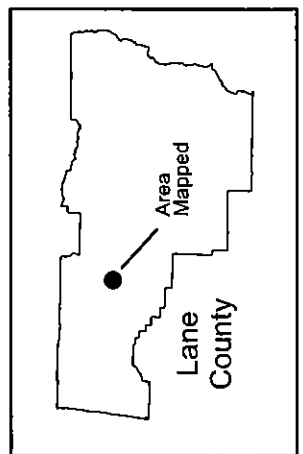
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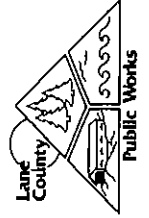
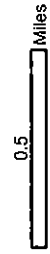
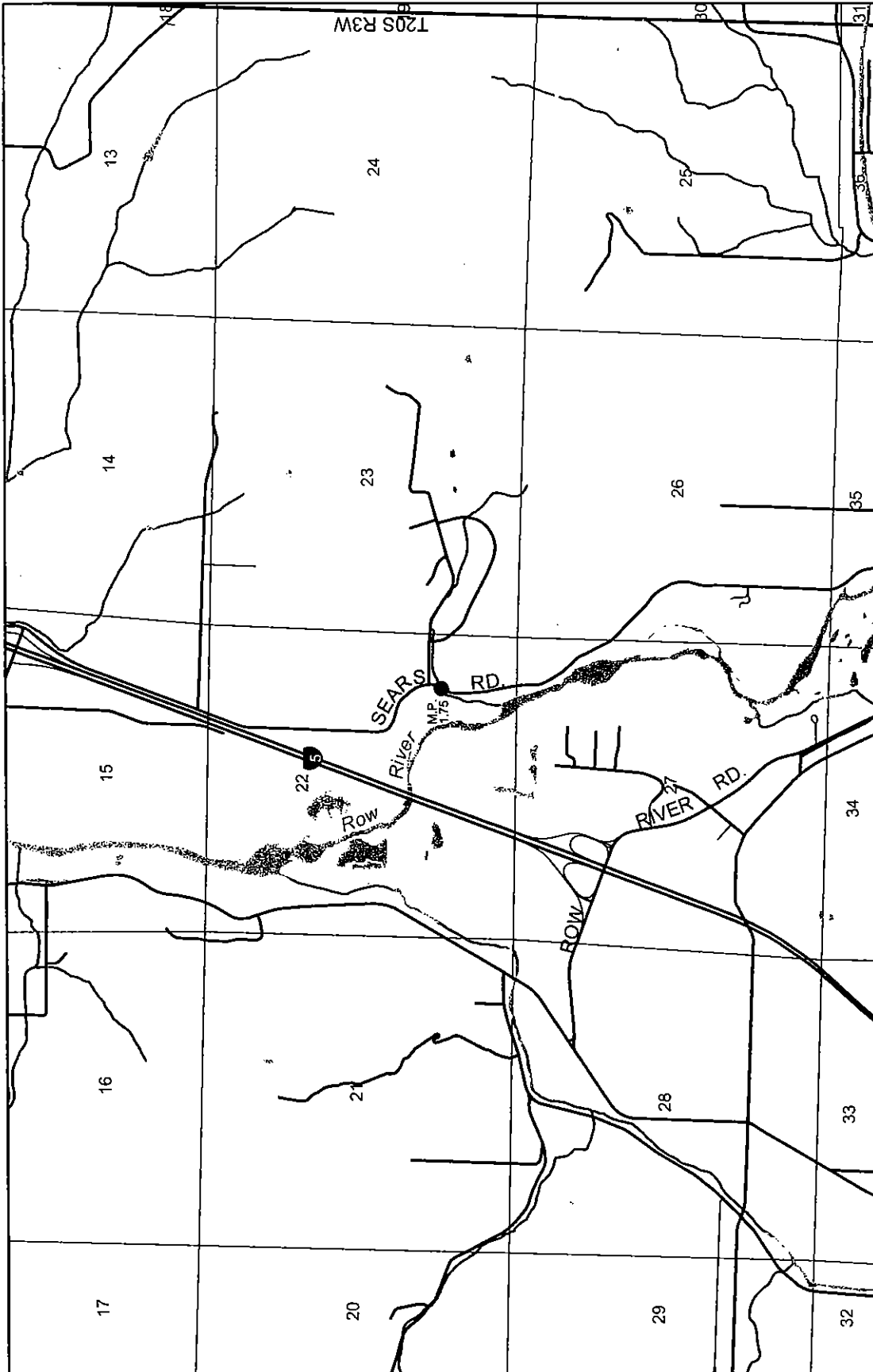




**Sheffler Road M.P. 3.90 (Unknown Creek)  
Road Number 401600**

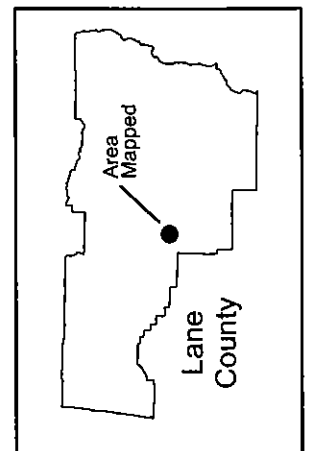
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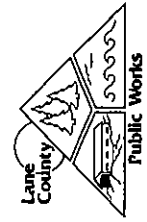
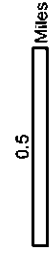
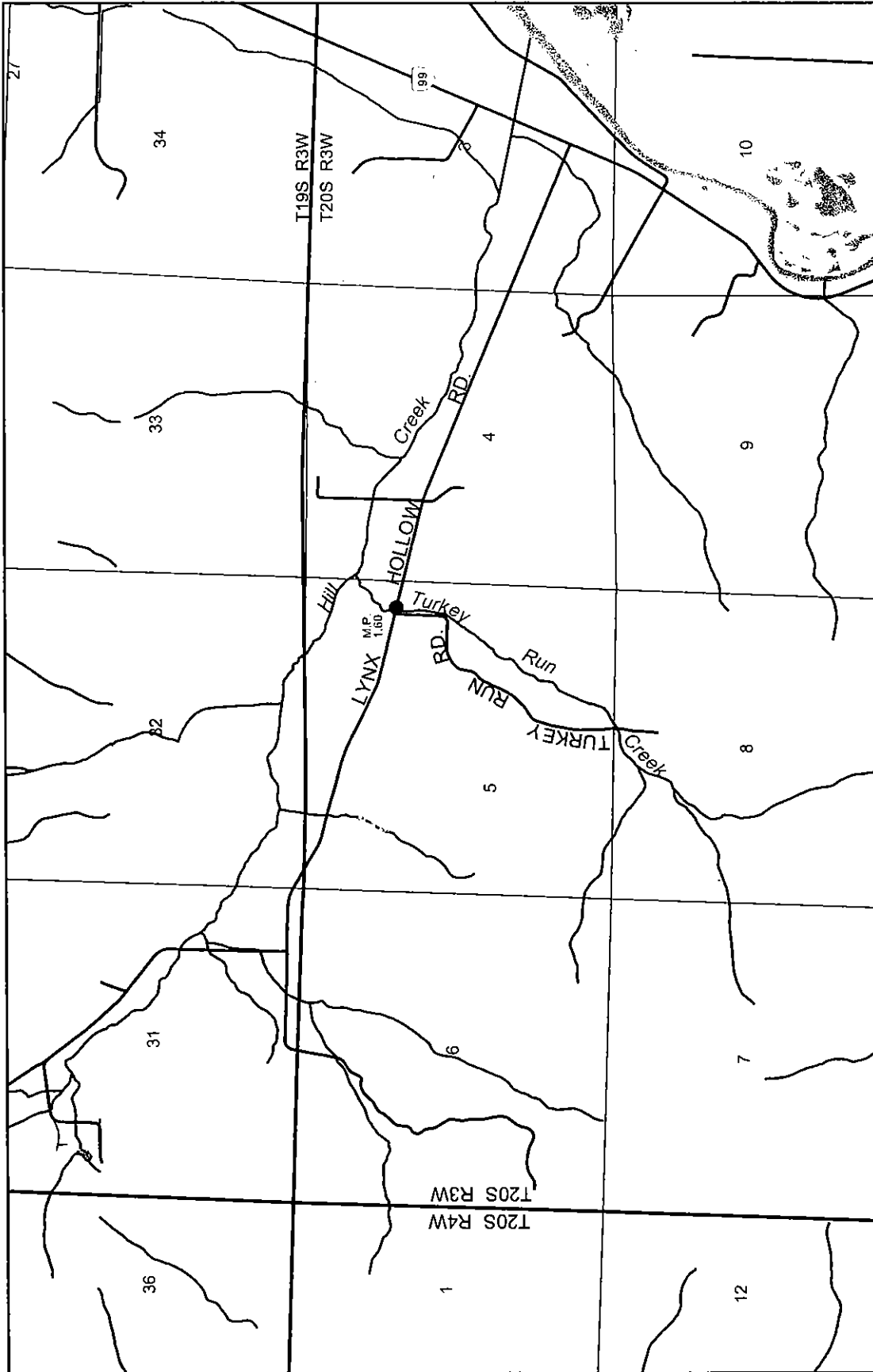




**Sears Road M.P. 1.75 (Unknown Creek)  
Road Number 241000**

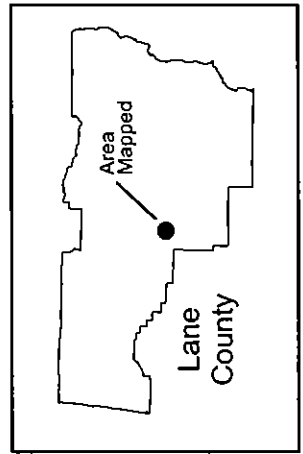
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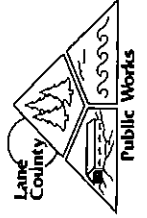
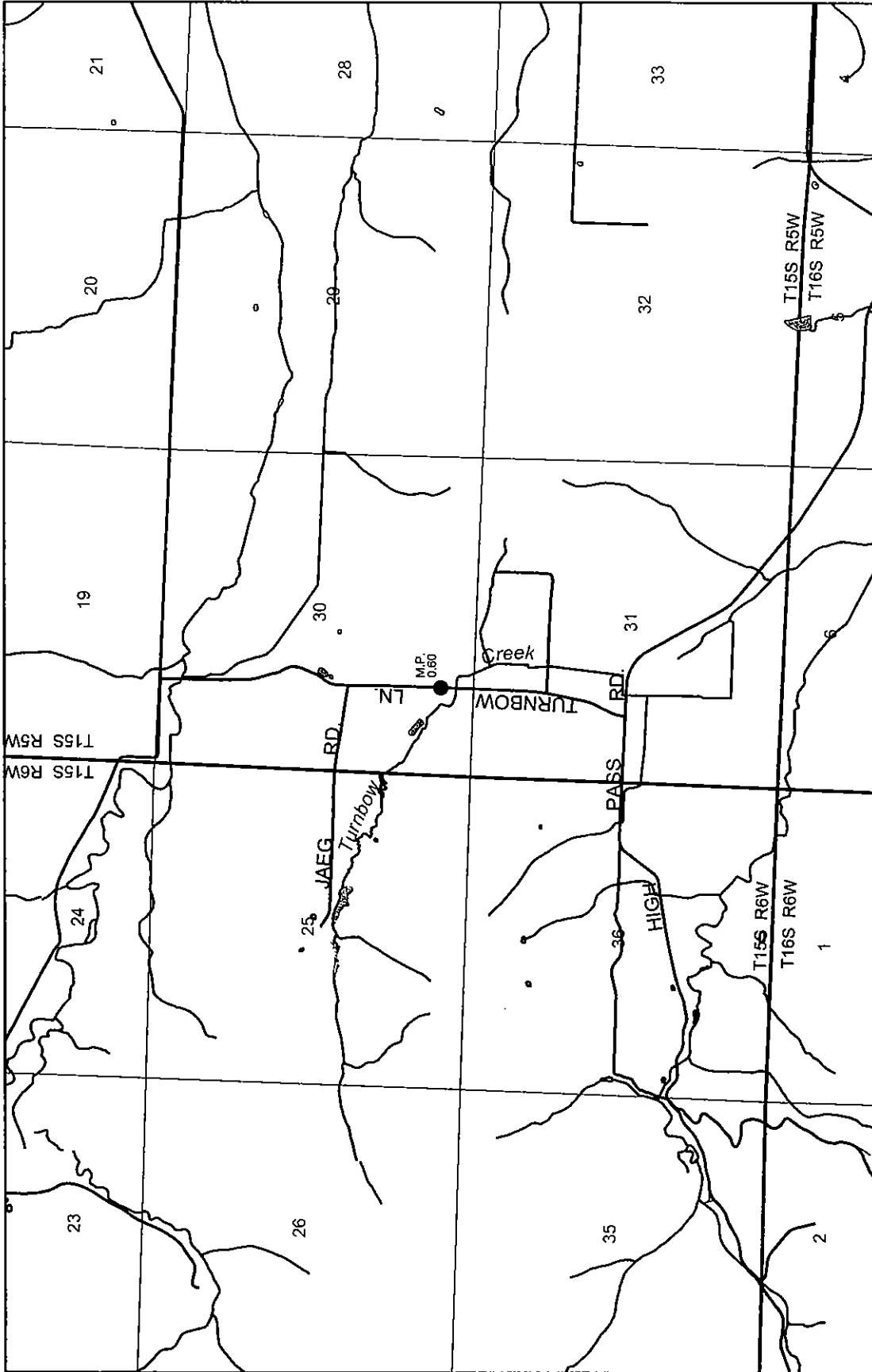




**Lynx Hollow Road M.P. 1.60 (Turkey Run Creek)  
Road Number 219200**

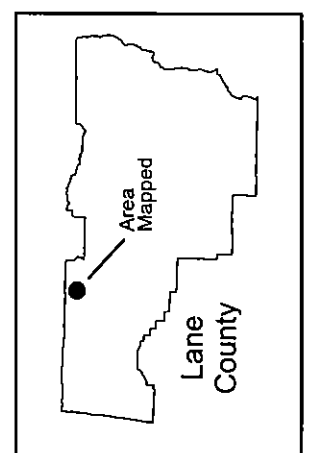
● = Lynx Hollow Rd. Milepost 1.60





**Turnbow Ln M.P. 0.60 (Turnbow Creek)  
Road Number 345900**

● = Turnbow Ln. Milepost 0.60





## **C. SCOPE OF SERVICES**

### **Lane County shall:**

1. Secure funding for all culvert projects.
2. Arrange necessary meetings with partnering agencies.
3. Provide right-of-way acquisition services where necessary.
4. Secure utility relocation coordination where necessary.
5. Provide timely design decisions for implementation by the consultant.
6. Provide construction equipment, materials, and labor for installation of new culverts.
7. Pay on monthly basis after review and approval of consultant invoices.

### **Consultant shall:**

1. Obtain necessary preliminary survey and base maps.
2. Design culvert replacements conforming to specified roadway, ESA standards, and Oregon Department of Fish and Wildlife guidelines and criteria for stream/road crossings.
3. Provide drawings and technical information to regulatory agencies, secure all necessary environmental and land use permits.
4. Provide plans, specifications, and technical information necessary for construction by Lane County forces.
5. Provide environmental permit compliance monitoring and reporting.
6. Provide monthly billings for all services.

All work shall be done in accordance with applicable American Association Of State Highway And Transportation Officials (AASHTO) standards.

#### **D. CONSULTANT'S RESPONSIBILITIES**

The selected Consultant will be required to assume responsibility for all services outlined in any Work Authorization Documents that may be forthcoming from this Agreement, whether the Consultant or its representatives produce them. The selected person in charge of the project must be an Oregon registered engineer, as required by Oregon Revised Statutes.

The Consultant will:

- Consult with County at each stage in work progress
- Perform each task described in the project Work Authorization Document
- Maintain project schedule described in the project Work Authorization Document
- Submit progress report with each billing
- Comply with all other provisions of the Contract and Work Authorization

The Consultant shall promptly furnish County with the originals or copies (as requested) of maps, field notes, computations, and test results that are needed by County personnel. The Consultant shall present the maps, designs, and miscellaneous surveys in a format that is compatible with the automation systems of the County, i.e.: Microsoft Office, AutoCad, Eagle Point, and/or Adobe Acrobat (PDF).

All retained originals of maps, field notes, test results and computations for layout and control of the work shall be maintained in an orderly manner, and submitted to the County within two weeks after the conclusion of each project.

Personnel, Materials, and Equipment – The Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools shall be in good operating condition and shall be kept in proper adjustment throughout the duration of the contract. All materials and supplies shall be of good quality and suitable for the assigned work.

Safety Equipment – The Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing required by State and Federal regulations.

Traffic Control - The Consultant shall employ the latest version of ODOT's Traffic Control for Short Term Work Zones.

## **PART II – SUBMITTAL REQUIREMENTS**

### **A. GENERAL CONDITIONS**

1. County reserves the right, at any time during the solicitation or contract process, to reject any or all proposals or cancel the solicitation, without liability, if there is good cause or if doing so would be in the public interest (Lane Manual 21.118(1)(d)(ii)(bb)).
2. The Proposers should adhere to the format described herein.
3. Four copies of the information should be submitted to the office of the County Engineer at 3040 North Delta Highway, Eugene, OR 97408-1696 on or before the time and date specified.
4. Submittals shall be no more than 30 pages long.
5. County intends to select a consultant on the basis of the information provided by each firm. However, interviews with firms may be conducted after preliminary review of the submittals. The number of firms interviewed will be based on the criteria used to evaluate proposals, stated in Part III B of this Request for Professional Services.
6. Consultant selection is anticipated by December 2, 2002.
7. Unsuccessful Proposers may protest the award of a contract in accordance with Lane Manual 21.105(11).
8. Execution of the Consultant Services contract typically occurs approximately 30 days after selection.
9. A proposal submitted early may be withdrawn by written request if such a request is received prior to the scheduled closing date for submitting proposals. Any change of a filed proposal must be made prior to the closing date for submitting proposals, and may be made by submitting the change in writing.
10. Proposals must include responses to all questions. Any proposal that does not include all required responses and documentation may be rejected. Any proposal submitted after the closing date is late and will be rejected. Minor mistakes in proposals may be waived. Mistakes discovered in proposals after opening where the intended correct language is clearly evident or properly substantiated may be corrected. Where the intended correct language is not clearly evident or cannot be substantiated by accompanying documents, the proposal may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest. See LM 21.105(8) and OAR 137-030-0075.
11. The County reserves the right to request additional information from any proposer during the evaluation process to clarify the proposer's response.
12. The County reserves the right to award more than one contract to more than one proposer for the services described in this solicitation.

## **B. CONTENT AND FORMAT**

In order to establish readily recognizable common denominators for evaluation, arrange the submittal in the general order described herein,

1. A separate Letter of Transmittal signed by an authorized representative including statements that the:
  - a) Proposer understands the scope and identifies the types of services to be provided,
  - b) Proposer agrees to all terms and conditions contained in the request and its attachments,
  - c) Proposer and its sub-consultants, if selected, will satisfy insurance coverage requirements for the service offered.
  - d) Proposer certifies per ORS 279.111 that the firm has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

### **2. Professional Qualifications**

Demonstrate Proposer's team qualifications and experience relating to the requested services. References may be included in the evaluation of this criterion. Response should address the following:

- Extent of principal involvement;
- Current assignments and location of key members and whether these current assignments will be in conflict with the ability to address work as it is identified;
- Names of anticipated key members who will be performing the work and their responsibilities including identification of Project Manager;
- Qualifications and relevant individual experience, including sub-consultants;
- Experience as a team on similar or related types of Proposals and Project Manager's experience with similar contracts and interdisciplinary teams.

### **3. Performance Examples**

- Similar projects, by type and size, performed within the last three years, that best characterize work quality and cost control;
- Internal procedures and/or policies related to work quality and cost control;
- Management and organizational structure;
- Other on-going projects.

- An explanation describing how the Proposer can accommodate varying levels of work assigned under this contract, including any limitations.
  - References of at least 3 former clients with a total of at least 6 project examples to demonstrate consultant's/sub-consultants' satisfactory performance in terms of scope, time, and budget.
4. Supportive Information
    - Proposer's additional project support material (may include graphs, charts, photos, resumes, additional references, etc.).
  5. Thorough understanding of County's mission, procedures, and why the Proposer should be selected.
  6. Fee Schedule
    - The County will solicit a pricing proposal from the selected proposer after the selection. If unable to negotiate a reasonable compensation, the County reserves the right to request pricing proposals from any other proposer.

### **PART III – SELECTION PROCESS**

#### **A. SELECTION COMMITTEE**

1. The selection committee will consist of the County Engineer, Road Maintenance Manager, and a Senior Engineering Associate or their designated representative. The committee will evaluate the proposals and conduct interviews if necessary. In the event that interviews are scheduled, the final score for each proposer interviewed will be the summation of 80% of the evaluation form and 20% of the interview results.
2. The County Engineer will recommend to the Board of County Commissioners hiring of the firm(s) the Committee believes is most suited to perform the work described in Part I of this Request For Professional Services.
3. The County may select one Consultant to perform all of the work or may choose to offer the work to more than one Consultant.
4. The selection process may be cancelled at any time if the County determines it is in the public interest to do so.

## **B. EVALUATION CRITERIA**

Proposers should be aware that the finding of County staff will result in a recommendation for the award of a contract(s). The final decision of actual award of a contract(s) rests with the Board of County Commissioners or County Administrator.

In evaluating the proposals and selecting a contractor, Lane County reserves the following rights:

- a. To reject any and all proposals for failure to comply with the RFPS document or all prescribed public contracting procedures and requirements, and may, for good cause, reject any and all bids when it is in the public interest to do so;
- b. To issue subsequent Requests for Proposals, if desired;
- c. Not to award a contract for the requested services;
- d. To waive any irregularities or informalities in any proposal;
- e. To accept that proposal which Lane County deems to be the most beneficial to the public and Lane County;
- f. To negotiate with any offerer to further amend, modify, refine or delineate its proposal; and
- g. To negotiate and accept, without re-advertising the Request for Proposal, the proposal or any other offerer in the event that a contract cannot be successfully negotiated with the selected offerer.

The following will be used to rate consultant's submittals: (See Next Page)

**CONSULTANT EVALUATION FORM**

FIRM: \_\_\_\_\_ RATER: \_\_\_\_\_

Factor	Agrees to Terms & Conditions	Satisfies Insurance Requirements	Certifies Non-discrimination		Comments
Letter of Transmittal					
Factor	Clarity	Thoroughness	Judgement/ Understanding	Overall Factor Rating	Comments
Scope of Project					
Scope of Services					
Factor	Surveying & Mapping	Environmental Regulation	Civil Engineering	Overall Factor Rating	Comments
Professional Qualifications					
Performance Examples					
Supportive Information					
Understanding of County's Mission, Procedures and Why Proposer Should Be Selected					
Fee Schedule					
Overall Submittal Rating					

- Each cell will receive a rating of unacceptable, acceptable, good, very good or superior. The overall factor rating will reflect individual cell ratings for each factor.

### **C. COMMENTS AND APPEALS**

Any firm interested in submitting information for this project who believes there are specifications contained within this Request for Professional Services (RFPS) which limit competition, may submit written comment to the Director of Public Works five days before the filing deadline.

### **PART IV – WORK AUTHORIZATION**

The Consultant shall perform work under this contract only by County issued and fully executed work authorization documents (WAD). If Consultant refuses an assignment, an authorized representative of Consultant shall submit a written justification for the refusal within two days of receipt of the assignment offer, or according to other County direction accompanying the assignment. An individual WAD form, sample included in Part V, will identify the specific items of work for each assignment. Each assignment will have a maximum monetary limit that will be negotiated by County and the Consultant prior to commencement of any work. The maximum amount may only be exceeded upon prior written approval by County through an amended WAD.

In the event that Consultant refuses an assignment, and documents this decision appropriately and to the County's satisfaction, County reserves the right to offer the project to any other firm whose contract came directly from this RFPS.

The WAD will describe, in detail, the tasks that are to be performed on the WAD, with consultant staff hours, time of completion, and costs and deliverables for the task items clearly shown. It must include a complete salary and fee schedule for the proposed services that identifies the assigned staff by task and hours to reflect the total cost for the proposed work. The task/hours/staff breakdown shall be submitted in a table format designed by the Consultant (usually as an MS Excel spreadsheet of an appropriate font and page size). Cost estimates for each work authorization shall be detailed using the Fee Schedule attached to the contract.

Upon receiving notification from the County that a work authorization is to be issued, the Consultant shall conclude any negotiations and submit final cost estimates within no more than 10 working days, unless otherwise allowed by the County. No work on a WAD shall begin before County and Consultant required signatures are obtained on the WAD. WADs may be faxed back and forth from County to the Consultant for development of the Statement of Work. The faxed documents shall be followed up by signed originals. No work shall begin until official notice-to-proceed has been received from County.

### **PART V – SAMPLE FORMS**



A.

**NOTICE OF INTENT TO AUTHORIZE WORK**

Consultant

Date

SUBJECT: Project Name – Type of Work

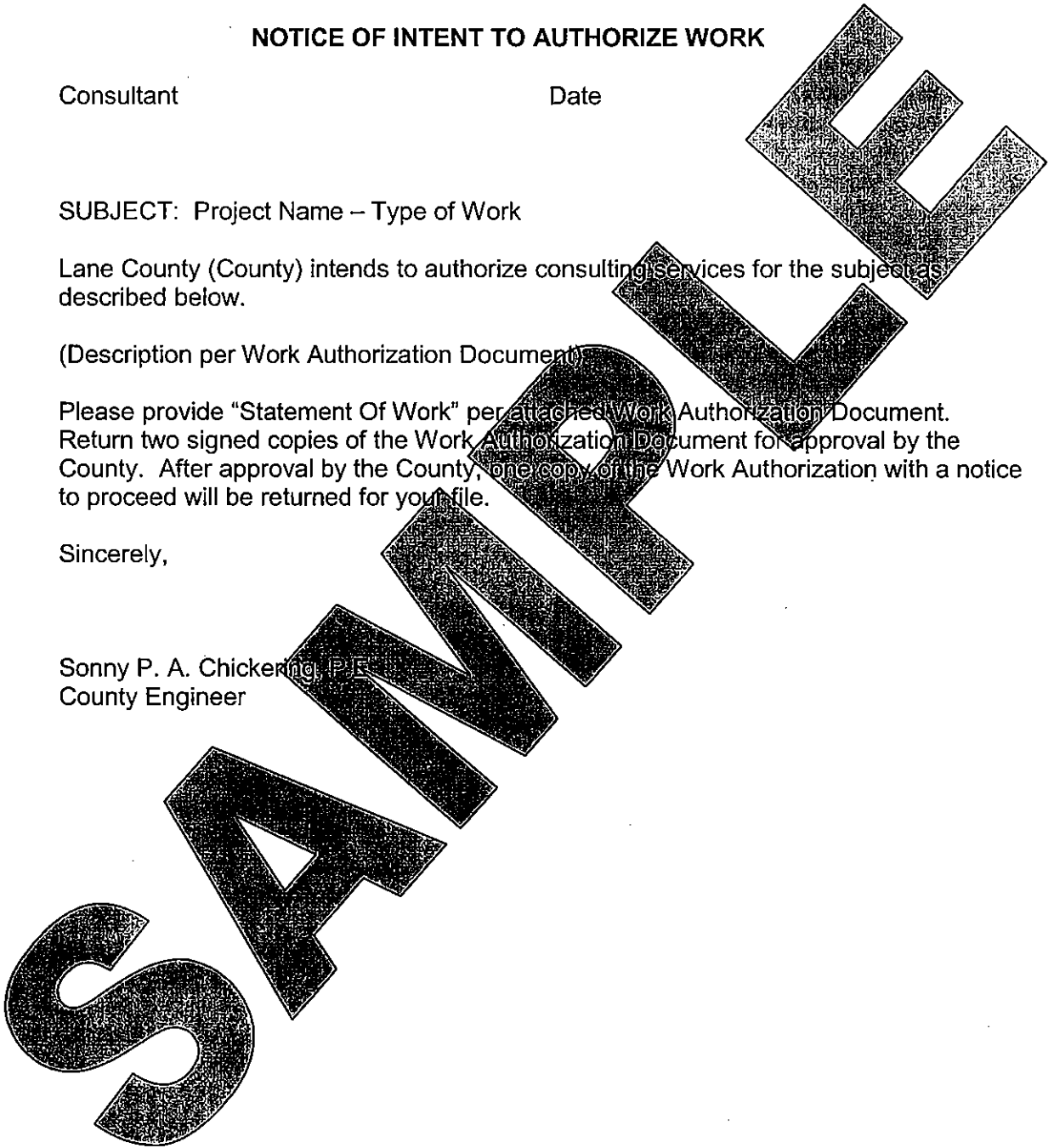
Lane County (County) intends to authorize consulting services for the subject as described below.

(Description per Work Authorization Document)

Please provide "Statement Of Work" per attached Work Authorization Document. Return two signed copies of the Work Authorization Document for approval by the County. After approval by the County, one copy of the Work Authorization with a notice to proceed will be returned for your file.

Sincerely,

Sonny P. A. Chickerling, P.E.  
County Engineer



B.

**WORK AUTHORIZATION DOCUMENT**

**Work Authorization #** \_\_\_\_\_

This Work Authorization Document (WAD) hereby incorporates by reference all of the terms and conditions contained in the Contract between Lane County and \_\_\_\_\_, effective date \_\_\_\_\_.

Project Name and Location: \_\_\_\_\_

Project Description:

Effective Date: \_\_\_\_\_ **No Work shall occur until signed by all parties.**

Expiration Date: \_\_\_\_\_

Project Account Number (County)	
A. Amount authorized on prior Work Authorization and WAD amendments	\$
B. Amount authorized for this Work Authorization	\$
C. Total Amount authorized for all Work Authorizations (A+B=C)	\$
D. Contract Not-to-Exceed amount	\$
E. Amount remaining on contract (D minus C-E)	\$

**STATEMENT OF WORK** is attached and incorporated by this reference. Please include assumptions & expectations; roles and responsibilities; tasks; deliverable(s); deliverable due date(s); standards for work acceptance; and task breakdown, showing hours per task, estimated cost per task, and staff classifications and names assigned to each task. The Work and Billing Rates must be within the scope, and should be copied from, what is described in the underlying contract document and the solicitation, with the addition of identifying details for place, time, delivery, etc.

**ACCEPTANCE OF TERMS BY CONSULTANT**

**Signature**

Name/Title

Date

**APPROVED BY COUNTY**

County Engineer

Date

C.

**- SAMPLE -  
PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT** entered into between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and \_\_\_\_\_, hereinafter called CONTRACTOR.

**WHEREAS**, the COUNTY has need for the type of professional services, knowledge, skills, and experience possessed by CONTRACTOR, now, therefore, in consideration of the sum \_\_\_\_\_ in an amount not to exceed \_\_\_\_\_, to be paid \_\_\_\_\_, CONTRACTOR agrees to perform during the period from \_\_\_\_\_ to \_\_\_\_\_, the following professional services:

**Fish Culvert Consulting Services**

In performing the above services, it is understood and agreed that:

1. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.
2. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
3. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of COUNTY.
4. The CONTRACTOR, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.
5. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.
6. The applicable provision of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as it fully set forth herein.
7. The CONTRACTOR agrees to indemnify, defend and hold Lane County, its commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the CONTRACTOR'S performance of or failure to perform this contract.

8. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8<sup>th</sup> Ave., Eugene, Oregon 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

9. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8<sup>th</sup> Ave., Eugene, Oregon 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.

10. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

11. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:

a) To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and

b) CONTRACTOR has not discriminated against minority, women, or small business enterprises in obtaining any required subcontracts.

12. CONTRACTOR shall have all licenses and permits necessary to perform the contract.

13. The COUNTY shall not be obligated to pay any amount greater than that stated above. Modifications or amendments to this contract shall be in writing and executed by both parties.

14. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.

15. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a) The location of the arbitration shall be in Eugene, Oregon;
- b) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

16. The parties may jointly agree to terminate this agreement and upon the terms of such termination. The County may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

17. Waiver. Failure of the County to enforce any provision of the contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

18. Severability. If any provision of this contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

19. Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of this Agreement are hereby deemed waived, superseded, and abandoned.

## **ARTICLE I – THE PROJECT AND SERVICES**

CONSULTANT agrees to diligently perform in a professional and careful manner all services for projects as described in this bound document and the Request For Professional Services, which is bound hereto, including all items set forth in the Proposal provided by CONSULTANT, **dated \_\_\_\_\_, 2002**, which is also bound hereto, and incorporated herein for all purposes incident to this Contract and Agreement.

## **ARTICLE II – AGREEMENT TIME**

1. This agreement shall terminate either upon final payment by COUNTY following acceptance of all completed work items or one year from date of contract execution, whichever occurs last, and subject to the COUNTY'S option to renew the Contract for two additional one year terms.
2. Either party may terminate this Agreement for any or no reason at any time following 30 days written notice.

### **ARTICLE III – GENERAL CONDITIONS**

1. The CONSULTANT shall observe and comply with all Federal, State and Local laws or ordinances including but not limited to Lane Manual 21.130 (see Attachment "A") that affect those employed or engaged by CONSULTANT on the project, or the materials or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, which are necessary for the performance of the work under this Contract.

The CONSULTANT, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

By execution of this contract, CONSULTANT certifies under penalty of perjury that:

- a. To the best of CONSULTANT'S knowledge, CONSULTANT is not in violation of any tax laws described in ORS 305.380(4); and
  - b. CONSULTANT has not discriminated against minority, women or small business enterprises in obtaining any required subcontract.
2. The CONSULTANT agrees to execute the work diligently and that compensation or extension of time resulting from delays, not the fault of the CONSULTANT, shall be settled by mutual resolution with the Director of Public Works (subject to the written agreement of the County Administrator, if required). If a mutual resolution cannot be reached, the COUNTY will make a fair and equitable adjustment.
  3. Each party hereto is to make available to the other party, without cost, all technical data for this project which is in their respective offices.
  4. The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of the organization that is the successor to the CONSULTANT, whether such successor be an individual, a partnership or a corporation, is acceptable to the COUNTY; and this Contract shall not be sublet, assigned or otherwise disposed of except with the prior written consent of the COUNTY.
  5. The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he or she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gift or contingent fee in solicitation of this contract.
  6. The CONSULTANT shall not engage, on a full or part-time basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Department of Public Works.
  7. In the performance of the work covered by this Contract, the CONSULTANT shall not discriminate against any worker because of race, creed, color, political affiliation, disability, marital status, age, sex or national origin.

8. All work products of CONSULTANT, which result from this contract, are the exclusive property of COUNTY. Reuse by the COUNTY or by others acting through or on behalf of the COUNTY of any such instruments of services for purposes beyond the original intent of the design without the written permission of the CONSULTANT will be at the COUNTY'S sole risk. The COUNTY agrees to indemnify and defend the CONSULTANT from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages, and attorney's fees, arising out of or related to such unauthorized reuse.
9. No information relative to the project shall be released by CONSULTANT for publication, advertising, or for any other purpose without prior approval of COUNTY.
10. CONSULTANT shall not disclose or permit the disclosure of any confidential information concerning the project to any individual or organization not in the employ of CONSULTANT or COUNTY without the prior approval of COUNTY.
11. Records of CONSULTANT'S direct personal expense, contracted professional services from others, reimbursable expenses pertaining to the project, and records of accounts between COUNTY and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to COUNTY or an authorized representative as requested by COUNTY.
12. Neither COUNTY nor CONSULTANT shall delegate their respective duties in this agreement without the written consent of the other party.
13. Reports prepared by CONSULTANT and/or its sub-consultants for submittal the COUNTY as part of the work products performed under this contract which in total consume more than 500 pages shall be printed on recycled paper with at least 25% post-consumer content. CONSULTANT may request a variance to this policy if recycled paper does not meet specifications or is not readily available.

#### **ARTICLE IV – RESPONSIBILITIES – CONSULTANT AND COUNTY**

Responsibilities of both the CONSULTANT and the COUNTY are defined below.

##### **The CONSULTANT shall:**

1. Provide a professional staff consisting of a project manager and a project team large enough to complete the scope of work within the required time frame. Change of project manager or sub-consultant after approval of Work Authorization Document will require COUNTY approval;
2. Perform the tasks described in the project specific Work Authorization Documents. All services shall be performed in accordance with generally accepted engineering practices and in conformance with applicable County, State and Federal standards;

3. Be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies of CONSULTANT'S responsibility in design, drawings, specifications, reports and other services. Approval by COUNTY of any engineering work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of work performed by CONSULTANT;
4. Present all bills directly to the COUNTY for the cost of work completed.

**The COUNTY shall:**

1. Provide pertinent previous plans, maps, traffic counts, classification counts, etc, and related data from COUNTY files and records, as requested by the CONSULTANT;
2. Perform final inspection and acceptance of PROJECT;
3. Designate in writing a person to act as COUNTY'S representative with respect to CONSULTANT'S service to be performed under this contract. Such person shall have authority to transmit instructions, receive information, and interpret and define COUNTY'S policies and decisions with respect to services covered by the proposal.

**ARTICLE V – COSTS AND PAYMENTS**

1. Basis of Payment – Engineering Services

CONSULTANT shall be compensated for all engineering services, as described in the specific project Work Authorization Document, at the hourly billing rates for the appropriate employees and for expenses and fees associated therewith. Total cost to COUNTY shall not exceed the total sum of \$ \_\_\_\_\_. Such amount shall be paid to CONSULTANT in monthly payments beginning one month after the start of the project. The CONSULTANT shall submit an invoice for each payment. The invoice shall include for each Work Authorization a listing of hours worked and billing rate by employee or job classification during that period and a summary of other direct costs incurred. A short narrative report shall accompany each billing. Percentage of work completed for each major task shall be included in the narrative.



**ARTICLE VI – INDEMNITY**

The CONSULTANT agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses included but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the CONSULTANT, the CONSULTANT'S agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, CONSULTANT shall not be required to indemnify any indemnity to the extent the damage, loss or expense is caused by the indemnity's negligence.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against Lane County in connection with this contract and agrees to assume responsibility should lien or claim be filed.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year last below written.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

By \_\_\_\_\_

WILLIAM A. VAN VACTOR  
County Administrator

CONTRACTOR

DATE: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business ID No. \_\_\_\_\_

APPROVED AS TO FORM

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

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

**INSURANCE COVERAGES REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X  **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<b>COVERAGES</b>	<b>LIMITS</b>
<u>      </u> Explosion & Collapse	<u> X </u> \$1 million per occurrence
<u>      </u> Underground Hazard	<u>      </u> Limits of the Oregon Tort
<u> X </u> Products/Completed Operations	Claims Act (ORS 30.270),
<u> X </u> Contractual Liability	limits presently at
<u>      </u> Broad Form Property Damage	\$500,000 per occurrence
<u>      </u> Owners & Contractors' Protective	<u>      </u> Other

**FORM**

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X  **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

**LIMITS**

- X  \$1 million per occurrence
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence
- Other

X  **PROFESSIONAL LIABILITY** insurance with limits not less than \$  1 Million (\$1,000,000) .

X  **ADDITIONAL INSURED CLAUSE** The liability insurance coverage's required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X  **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Worker's Compensation and Employers' Liability coverage.

**EMPLOYER'S LIABILITY**

X  Limits of \$500,000.

       **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$       .

       **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$        per employee.

**Any questions concerning insurance and indemnity should be directed to the County Risk Manager at 682-4569.**

Attachment A

**Excerpts from Lane Manual Chapter 21**

**21.130 Standard Provisions.** The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) For all public contracts, with certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, and

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279.334.

For personal/professional service contracts as defined in ORS 279.051, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279.316 and ORS 279.334, including contracts for public improvements involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279.348 to 279.365.

(9) The contractor, its sub-contractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

(10) Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279.318 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279.328. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279.330.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract; contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380 (4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,

and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 to 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

Revised 12/98

# Fax Transmittal

**Date** January 13, 2003 **Pages (including cover)** 8  
**Project** Fish Culvert Consulting **Project #** 11764  
 Services

**To** Arno Nelson **Fax #** 1-541-682-8799  
**Of** Lane County Public Works Department  
**Re** Final Scope of Work and Fees



105 W. Evergreen Blvd  
 Suite 300  
 Vancouver, WA 98660-3122  
 Phone (360) 737-9613  
 Fax (360) 737-9651

## Message

I have made the changes as discussed on Wednesday on the telephone. Hope this is satisfactory.  
 I am sending the Word document and spreadsheet by email also.  
 Thank you for considering us to do this work and we look forward to your notification to proceed. Please call me at 360-906-6798 if you have any questions.

**From** Bob Vaught, PE  
**cc** Project File

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## Scope of Work

*January 13, 2003*

### *Introduction*

This scope of work is for engineering and environmental services pertaining to the design of improvements for replacing the following fish culverts:

Cantrell Road	MP 2.60
Cantrell Road	MP 3.40
Turnbow Lane	MP 0.60
Sheffler Road	MP 3.90

The design for the replacement of the above culverts under the road crossings will include the conceptual, preliminary, and final design to provide fish passage.

The following schedule is not intended as a detailed project schedule, but rather to be used for the purpose of establishing the design process and estimating fees for this scope:

Start work	02/03/03
Complete Conceptual Design Phase	04/07/03
Complete Preliminary Design Phase	05/14/03
Complete Final Design Phase	06/16/03

### *Scope of Work*

#### **I. Project Management and Coordination**

##### ***I.1.0 Project Management / Administration***

This task includes project management associated with project tracking, coordination between the project team members (including Otak disciplines and subconsultants), the County, and with agencies. Specific tasks include the following:

- Preparation and maintenance of a project design schedule.
- Project management with the consultant team, County, and governing agencies throughout the design process.
- Preparation of progress summary with monthly billings (up to seven).
- Up to three progress meetings.

##### ***Project Management and Coordination Deliverables:***

- Baseline project design schedule and updates.
- Monthly progress reports and billings.
- Project kickoff meeting with County and consultant team.
- Meeting documentation (up to four meetings total).

##### ***Meetings:***

- Kick-off Meeting.
- Project Manager to attend a maximum of three progress meetings at design submittals.

*Scope of Work*  
*January 13, 2003*  
*Continued*

## **II. Conceptual Design Phase**

### ***II.1.0. Hydrological and Hydraulic Design***

Hydrologic investigations will be performed for each culvert. The purpose of these hydrologic investigations will be to determine design for the 100-year storm event. The analysis that will occur during the conceptual phase includes:

- Flows will be estimated using methodology established in the United States Geological Survey's publications of Magnitude and Frequency of Floods in Western Oregon.
- Hydraulic investigations will also be performed for each culvert. This hydraulic analysis will be used to determine conveyance capacity of the 100-year storm event.

### ***II.2.0. Culvert Sizing and Profile***

Conceptual culvert design services will include the following:

- The minimum width of the culvert shall match the natural stream banks through the surveyed area to avoid an increase in stream velocity through the culvert.
- The culvert shall have a natural surface inside of the culvert that is similar to the existing stream.
- The culvert will be counter sunk and the invert filled in to achieve this requirement.
- Otak will review survey information and coordinate a visit to the project site with Oregon Department of Fish and Wildlife (ODFW) to take photos, measure items not surveyed, note construction concerns, and seek concurrence from ODFW on design approach.

### ***II.3.0. Natural Resources Assessment/Permitting***

- Consultant will review data collected by engineer and the conceptual plans to determine any potential impacts and permitting requirements.
- Consultant will visit the four sites in one field trip to gather additional information and evaluate the habitat in the action area.
- Consultant will review County ordinances to determine additional requirements for sensitive areas.
- Consultant will consult with agencies and review existing databases to obtain the most current information on the presence of sensitive species (i.e., plants, wildlife, and fish).

#### ***Conceptual Design Phase Deliverables:***

- One conceptual plan (35% Submittal) for each culvert replacement for the road crossings.
- Technical memorandum summarizing results of review meetings and discussions.



*Scope of Work*  
*January 13, 2003*  
*Continued*

*Conceptual Design Phase Meetings:*

- ODFW coordination meeting and site visit (one max).
- Attend 35% Submittal Review Meeting - Submittal of survey information and base map drawings, conceptual culvert designs, and preliminary cost estimates.

**III. Preliminary Design Phase**

**III.1.0. Agency / Permit Coordination**

- Throughout the project, the Consultant will coordinate with the County and any affected agencies. Coordination will include telephone calls and written correspondence.
- This task assumes that replacing the culvert and fills will be exempt from U.S. Army Corps of Engineers (ACOE) and Oregon Division of State Lands (DSL) jurisdiction under the Clean Water Act (regulated by ACOE) and Removal-Fill Law (regulated by DSL). Therefore, a detailed analysis of alternatives or the preparation of a wetland delineation report, ACOE-DSL Joint Permit Application, or mitigation plan will not be required.
- If a culvert design does fall under the jurisdiction of the ACOE or DSL, then the Consultant will prepare a wetland delineation report and ACOE-DSL Joint Permit Application. Due to the variable nature of mitigation requirements and options, a mitigation plan would be scoped.
  - For overall time and cost savings, wetlands will be delineated during the initial site visit. The wetland boundaries within the culvert project site (i.e., County right-of-way and approximately 15 m (50 ft) up and downstream from the culvert) would be delineated in accordance with the routine wetland determination methodology described in the 1987 Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory Technical Report Y-87-1). Wetland boundaries would be field staked and located by the Client's/Consultant's professional land surveyor (PLS). To assist in surveying efforts, the Consultant would provide the Client with a sketch of the wetland boundary at the culvert project site. The PLS will provide Consultant with an electronic (MicroStation or AutoCAD) file of the flagged wetland boundary, including relevant site features such as trees, topography, and built structures. This information will be incorporated into a wetland boundary figure for inclusion in the final report.
  - If a delineation report is needed, the County will provide Consultant with an electronic (MicroStation or AutoCAD) file of the flagged wetland boundary, including relevant site features such as trees, topography, and built structures. This information will be incorporated into a wetland boundary figure for inclusion in the final report.
  - The Consultant will prepare a wetland delineation report for the culvert project site. All data sheets would be compiled and the results summarized in report form. Pertinent records concerning wetland conditions and site

*Scope of Work*  
*January 13, 2003*  
*Continued*

hydrology would also be evaluated, as required by the delineation method. The report would include a descriptive functional assessment of wetlands at the culvert project site; however, a formal wetland functional assessment will not be performed. The wetland delineation report will be submitted in draft form for Client review prior to submission of the final report to the ACOE and DSL.

- It is anticipated that wetland impacts will be small and would be permitted under the existing Nationwide Permit Program (NWP) administered by the ACOE and General Authorizations (GA) administered by the DSL. The project design is expected to meet the general and regional conditions of these NWPs and GAs, and thus be able to be permitted under these programs. The ACOE permit and DSL permit can be applied for concurrently through a joint ACOE/DSL permit application.
- The preparation of permits for this project would involve three principal subtasks: 1) pre-submittal coordination with agencies and project engineers, 2) preparation and submittal of permit applications, and 3) post-submittal coordination with reviewing agencies to respond to agency issues and concerns during their review of permit applications. The following subtasks comprise the work to be performed:
  - **Pre-Submittal Coordination:** Consultant will provide pre-submittal coordination with representatives of the ACOE and DSL to confirm permitting requirements and application procedures. Consultant would also coordinate with the project engineers to assemble the appropriate plans, drawings, memos, details, and specifications to support the permit application.
  - **Preparation and Submittal of Permit Application:** Using the project information obtained during the pre-submittal coordination, on behalf of the Client, Consultant would prepare a joint permit application to the ACOE and DSL for a Section 404 permit. The joint ACOE/DSL permit application will also be used to obtain the Removal/Fill Permit from DSL and Section 401 Water Quality Certification from the Oregon Department of Environmental Quality (DEQ). Otak will calculate the wetland impacts (i.e., fill or removal quantities) resulting from the construction of the project. The Consultant will calculate the overall impacts, by wetland type. Appropriate graphics would be prepared to accompany the report.
  - **Post-Submittal Coordination:** Following the submittal of the joint ACOE/DSL permit application, the Consultant will respond to questions or comments raised by the agencies during their review of the permit application. If required by the agencies, the Consultant could represent the Client in a field visit with agency representatives to review the existing project site conditions and to answer questions relating to the permit application. A post-submittal coordination site visit is not assumed in this scope of work.

*Scope of Work*  
*January 13, 2003*  
*Continued*

**III.2.0. Preliminary Culvert Replacement Design (65% Design)**

- Finalize hydrologic and hydraulic analysis.
- Prepare preliminary improvement plans for replacing the culverts at the road crossings.
- Prepare preliminary grading plans.
- Identify and coordinate information needs with geotechnical services.
- Develop preliminary specifications and cost estimate for improvements.

*Preliminary Design Phase Deliverables:*

- 65% Submittal:
  - Title Sheet.
  - Plan and Profile Sheet.
  - Erosion Control and Landscaping Plans.
  - Detail Sheet.
- Draft Project Specifications.
- 65% Cost Estimate.
- Geotechnical Analysis and Report.
- Environmental Memorandum summarizing data and required action items.

*Preliminary Design Phase Meetings:*

- 65% Design Review Meeting - Submittal of preliminary construction drawings, specifications, and cost estimates at 65% completion.

**IV. Final Design Phase**

**IV.1.0. Final Improvements Design**

- Prepare final replacement culvert design for improvements.
- Prepare final grading plans.
- Prepare final specifications and cost estimate for civil improvements.

*Final Design Phase Deliverables:*

- 95% Submittal - Refine the 65% plans, specifications, and cost estimate elements to the 95% design level and add the following:
  - Final Project Specifications.
  - Final Cost Estimate.
- 100% design submittal to include final submittal of contract documents that will be mailed to the County:
  - Three stamped and signed paper copies of project plans (AutoCAD 2000 format).
  - One stamped mylar copy of project plans.
  - Three stamped sets of project specification (Word).
  - Three paper copies of cost estimate (Excel '97).

*Final Design Phase Meetings:*

- 95% Design Review Meeting.

*Scope of Work*  
*January 13, 2003*  
*Continued*

**V. Construction Services**

- Respond to questions pertaining to construction plans and specifications.
- Attend Pre-Construction Meeting.
- Review shop drawings and other submittals (assumes 8 hours).

*Construction Services Deliverables:*

- Meeting notes.

*Construction Services Meetings:*

- Pre-construction meeting.
- Final punchlist walk-through of all culverts.

**Assumptions**

- Consultant assumes that all four culverts will be designed simultaneously and all four sites can be visited in one day.
- Surveying, Geotechnical and Structural engineering services are not included in this scope of work.
- Lane County will perform additional services, including, but not limited to:
  - Utility Locates and mapping of existing utilities.
  - All data and mapping shall be in English units.
  - Surveying of the wetland information and flagging.
- Assumes permitting for two culverts at Cantrell Road can be batched together and Turnbow Lane and Sheffler Road can be batched together.
- Preparation of any biological assessments and land use permits are in addition to the work described in this scope.
- For the purpose of developing detailed construction plans, it is assumed that the County will provide all necessary information to tie the existing boundaries. Right-of-way and easement negotiations and acquisitions, and rights of access agreements with affected property owners will be provided by the County.
- The fee estimate does not include any other specific studies that may be required for any environmental issue areas such as traffic, noise, air quality, archaeology, and water.
- County will identify the format for construction documents for work performed by the County Operations and Maintenance crews.
- The County will provide right-of-entry to project sites.
- County will provide title reports and other legal information.
- County will provide construction staking.
- Assumes project completion by September 30, 2003.
- Assumes construction by County forces.



December 17, 2002

Arno Nelson, Bridge Supervisor  
Lane County Department of Public Works  
Road Maintenance Planning  
3040 North Delta Highway  
Eugene, Oregon 97408

**SUBJECT: FISH CULVERT CONSULTING SERVICES**

Dear Mr. Nelson:

We appreciate being selected to provide consulting services for the Lane County fish culvert projects. We are eager to serve you and look forward to getting an early start on the regulatory permitting process.

**STATEMENT OF UNDERSTANDING**

We base our understanding of this project on discussions with Lane County representatives during the proposal interview, information presented in the Request for Proposals, and past work experience on Lane County projects of similar size and scope.

Lane County has scheduled the following three culverts to be replaced with fish passage provisions meeting Oregon Department of Fish & Wildlife (ODFW) fish passage guidelines:

<u>Project</u>	<u>Location</u>
1966-1	Parsons Creek Road, milepost 1.40
2410-1	Sears Road, milepost 1.75
2192-1	Lynx Hollow Road, milepost 1.60

**SCOPE OF SERVICES**

Vigil-Agrimis, Inc. proposes to perform the following seven tasks for each of the above three sites:

**1. Perform survey and site assessment**

Vigil-Agrimis, Inc. will visit each of the project locations once to investigate site conditions, collect necessary survey data, and to select an appropriate fish passage strategy for the site. Fieldwork will include the following:

- Measurement of channel dimensions at representative locations
- Collection of longitudinal stream profile data using an automatic survey level
- Collection of relative horizontal position data of pertinent project features using a global positioning system (GPS) instrument
- Qualitative assessment of geomorphic processes within the stream

Deliverables

- A stream profile graphic for each site
- A summary of site findings (to be included in monthly project management report, Task 7)

**2. Design culvert replacements with fish passage provisions**

Vigil-Agrimis, Inc. will perform the engineering analyses listed below.

- Hydrologic analysis to determine peak flows and fish passage flows
- Culvert replacement design that adheres to current fish passage techniques and professional engineering principles for hydraulics

Deliverables

- Spreadsheet summarizing hydrologic and hydraulic analyses
- A summary of selected culvert designs and fish passage provisions for each site (to be included in monthly project management report, Task 7)

**3. Provide plans and technical information necessary for culvert construction by Lane County crews.**

Vigil-Agrimis, Inc. will provide designs that conform to the standards listed in Lane County's request for proposals.

Deliverables

- A DRAFT set of construction drawings for each project site that will typically include the following:
  - One sheet for construction, illustrating a longitudinal stream profile with culvert inverts, a typical culvert section, construction notes, and necessary plan view information;
  - One sheet for erosion prevention and sediment control, illustrating environmental controls to be used during construction; and
  - One sheet for traffic control information
  - One sheet for construction details
- A FINAL set of construction drawings for each project following Lane County's review

**4. Prepare Regulatory Permit Applications and Coordinate with Agency staff**

Vigil-Agrimis, Inc. will prepare permit applications and supporting technical information for regulatory agency review. Coordination with regulatory agency staff will occur under the direction of Lane County, and is anticipated to include the following primary agencies:

- U.S. Army Corps of Engineers
- National Marine Fisheries Service
- Oregon Division of State Lands
- Oregon Department of Fish & Wildlife
- Lane County Land Management Division

Deliverables

- Removal/Fill Permit Joint Applications for Oregon Division of State Lands (DSL) and the Army Corps of Engineers (USACE)
- General Authorization Permit Applications (DSL) for road construction, habitat enhancement, erosion control, and/or minor impacts to essential salmon habitat
- Summary of agency coordination efforts (to be included with monthly project management report, Task 7)

**5. Provide on-site observation during construction operations**

During construction, a Vigil-Agrimis, Inc. staff member will make regular visits to the project sites. We estimate a combined total of 48 hours for this task.

Deliverables

- Site notes and construction issues to be summarized in monthly project management report (Task 7)

## 6. Provide environmental permit compliance monitoring and reporting

Vigil-Agrimis, Inc. will carry out any environmental permit compliance monitoring and reporting as required by permitting agencies during the contract period, if warranted. We have not included an estimate for these services at this time, given that the scope of work for this task has not yet been determined.

### Deliverables

- (to be determined)

## 7. Project Management

Vigil-Agrimis, Inc. will coordinate closely with Lane County's project manager and staff for effective and efficient project implementation. We have budgeted a combined total of 64 hours for this task.

### Deliverables

- Monthly billing statements
- Monthly reviews of project budget and percent completion of work tasks for cost management and containment
- Monthly progress report to include the status of regulatory permit applications and a summary of project issues

## EXCEPTIONS/EXPECTATIONS

The scope of this professional services proposal is limited to the work products and activities listed above. If requested by Lane County, additional work products and activities may be added under a modified scope of services and budget agreement.

## ADDITIONAL PRODUCTS, SERVICES, AND ACTIVITIES

Additional products, services, and activities might include the following:

- add* → Professional Landscape Architect services (e.g., advanced riparian planting and erosion control designs)
  - add* → Certified Wetland Scientist services (e.g., formal wetland delineations and reports, mitigation designs, etc.)
  - Add* → Professional Land Surveying services (e.g., geodetic control and/or property boundary surveys, property descriptions)
  - add* → Fisheries Biologist services (e.g., advanced fish passage needs and ecological assessments)
- mentioned on #3*

## SCHEDULE

Vigil-Agrimis, Inc. estimates we can complete the listed deliverables according to the following time schedule:

Survey: 4 weeks from notice to proceed

Preliminary design: 6 weeks from notice to proceed

Permit applications: 10 weeks from notice to proceed



**FEES**

Vigil-Agrimis, Inc. can provide the services outlined above for a "not to exceed" contract amount of **\$44,740.00**. Please refer to Table 1 (attached) for an itemized cost estimate. Some tasks listed in Table 1 may take more time than estimated and others less time. We reserve the right to transfer labor hours between tasks, while meeting the "not to exceed" budget.

We understand this to be an on-call design and consulting services contract that will begin in December 2002 and continue for approximately one year. The County may amend the contract(s) for up to two additional years and/or up to an additional \$300,000.00, depending upon need and the availability of approved funding.

Listed below are the billing rates for Vigil-Agrimis, Inc. staff members expected to work on this project.

<b>VIGIL-AGRIMIS, INC. STAFF</b>	<b>BILLING RATE</b>
Michael Knapp, P.E., Project Manager/Engineer	\$80.00 per hour
Adam Zucker, E.I.T., Engineering Staff	\$70.00 per hour
Maureen Raad, GIS Specialist	\$65.00 per hour
Kenneth Vigil, P.E., Principal/Engineer	\$100.00 per hour
Monica Klau, Administration	\$45.00 per hour

**TRAVEL EXPENSES**

Vigil-Agrimis, Inc. is sensitive to project costs and to the travel expense associated with providing field services. When fieldwork requires multiple days, our firm will travel to the area and complete the work during a single visit.

We look forward to assisting you on these projects. If you have any questions, we can be reached at 503-274-2010.

Sincerely,

Michael W. Knapp, P.E.  
Project Manager

Kenneth M. Vigil, P.E.  
Principal

*14,900 each*

c.

**TABLE 1: Professional Services Cost Estimate**  
**Lane County, Department of Public Works**  
**Fish Culvert Consulting Services**

<u>Project</u>	<u>Location</u>
1966-1	Parsons Creek Road, milepost 1.40
2410-1	Sears Road, milepost 1.75
2192-1	Lynx Hollow Road, milepost 1.60

TASK	Project	Engr.	Env.	Admin.	Principal	Hour	Task
	Manager/Engineer	Staff	Staff	Staff			
1.0 Perform survey and site assessment	48	48				96	\$7,200.00
2.0 Design culvert replacements with fish passage provisions	48	48			8	104	\$7,520.00
3.0 Provide plans, specifications, and the technical information necessary for construction by Lane County crews.	48	48			8	104	\$7,520.00
4.0 Prepare Regulatory Permit Applications and Coordinate with Agency staff	120		60			180	\$13,500.00
5.0 Provide on-site observation during construction operations	48					48	\$3,840.00
6.0 Provide environmental permit compliance monitoring and reporting*	0		0			0	\$0.00
7.0 Project Management (including monthly billing)	60				4	64	\$4,960.00
Total Labor Hours	372	144	60	0	20	596	\$44,540.00
Labor Rates	\$80.00	\$70.00	\$65.00	\$45.00	\$40.00		
Total Labor Costs	\$29,760.00	\$10,080.00	\$3,900.00	\$0.00	\$800.00	\$44,540.00	
Expenses (mileage, reprographics, etc.)	\$200.00						
<b>TOTAL LABOR AND EXPENSES</b>	<b>\$44,740.00</b>						

\* Vigil-Agrimis, Inc. can provide a revised estimate upon request, once the scope of work for task 6 is stipulated by NMFS.