



City of Florence
A City in Motion

Florence Urban Renewal Agency Regular Session

Florence City Hall
250 Hwy 101
Florence, OR 97439
541-997-3437
www.ci.florence.or.us

- Meeting materials including information on each agenda item are published at least 24 hours prior to the meeting, and can be found of the City of Florence website at www.ci.florence.or.us/urbanrenewal.
- Items distributed during the meeting and meeting minutes are posted to the City's website at www.ci.florence.or.us/urbanrenewal as soon as practicable after the meeting.
- To be notified of Urban Renewal meetings via email, please contact City Recorder Kelli Weese at kelli.weese@ci.florence.or.us.

January 25, 2017

AGENDA

6:00 p.m.

Chairperson, Joshua Greene			
Vice-Chair John Scott	Joe Henry	Ron Preisler	Dave Braley
Ron Caputo	Patricia Riley	Mike Webb	Woody Woodbury

With 48 hour prior notice, an interpreter and/or TDY: 541-997-3437, can be provided for the hearing impaired.
Meeting is wheelchair accessible.

CALL TO ORDER – ROLL CALL

6:00 p.m.

1. APPROVAL OF AGENDA

Joshua Greene
Chairperson

2. PUBLIC COMMENTS

This is an opportunity for members of the audience to bring to the Agency's attention any item not otherwise listed on the Agenda. Comments will be limited to three (3) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.

Joshua Greene
Chairperson

3. APPROVAL OF MINUTES

Consider approval of the December 1, 2016 Florence Urban Renewal Agency Minutes.

Kelli Weese
City Recorder

ACTION ITEMS

4. REVISION FLORENCE DESIGN & ENGINEERING SERVICES CONTRACT

Review and consider authorizing City Manager Erin Reynolds to sign the contract amendment for the Revision Florence design and engineering services with Murray Smith and Associates.

Megan
Messmer
Project Manager

REPORTS & UPDATES

5. DOWNTOWN REVITALIZATION TEAM (DRT) UPDATE

The Downtown Revitalization team will provide an update on their activities.

Ellen
Huntington
DRT Chairperson

6. PUBLIC ART COMMITTEE (PAC) UPDATE

The Public Art Committee will provide an update on their activities.

SK Lindsey
PAC Member

7. CITY MANAGER REPORT

- | | |
|--|---|
| <ul style="list-style-type: none"> • Board Appointments • Annual Report • Budget Timeline & Process | <ul style="list-style-type: none"> • House Bill 2470 • Meeting Start Time |
|--|---|

Erin Reynolds
City Manager

URBAN RENEWAL CALENDAR

All meetings are held at City Hall (250 Hwy 101, Florence Oregon) unless otherwise indicated

Date	Time	Description
February 22, 2017	6:00 p.m.	Florence Urban Renewal Agency Meeting

This document is supplemented by agenda packet materials, meeting materials distributed and electronic audio / video recordings of the meeting and may be reviewed upon request to the City Recorder.

**Florence Urban Renewal Agency Meeting
250 Hwy 101, Florence, Oregon
Final Action Minutes
December 1, 2016**

CALL TO ORDER - ROLL CALL

Meeting called to order at 6:00 p.m.

Directors Present: Chairperson Joshua Greene and Directors John Scott, Dave Braley, Ron Caputo, Patricia Riley, and Mike Webb. Director Joe Henry left at 6:50 p.m. Director Ron Preisler left at 7:05 p.m.

Directors Absent: Director Woody Woodbury

Staff Present: City Manager Erin Reynolds, Project Manager Megan Messmer, Interim Finance Director Andy Parks, Public Works Director Mike Miller, City Recorder / Economic Development Coordinator Kelli Weese and Planning Director Wendy FarleyCampbell.

1. APPROVAL OF AGENDA

Start Time: 6:00 p.m.
Action: Approve agenda as presented.
Vote: Unanimous

2. PUBLIC COMMENT

This is an opportunity for members of the audience to bring to the Council's attention any item not otherwise listed on the Agenda. Comments will be limited to three (3) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.

Start Time: 6:00 p.m.
Comments: None

3. APPROVAL OF MINUTES

Consider approval of the minutes from the Urban renewal meeting on October 26, 2016.

Start Time: 6:01 p.m.
Action: Approve the minutes from the regular October 26, 2016 Urban Renewal Meeting.
Motion: Director Henry
Second: Director Scott
Vote: Unanimous – Director Woodbury was absent

PRESENTATION

4. REVISION FLORENCE

Staff will provide a presentation on the timeline, scope, review of the budget, anticipated funding needs and next steps for the Revision Florence project.

Start Time: 6:02 p.m.
Discussion: The Agency discussed...

- Changes to proposed traffic medians,
- Right of way widths in various areas,
- Potential use of highway landscaping for private use,
- Use of LED lights in street lighting,
- Hight of current electrical poles,
- Changes to bicycle lanes and parking,
- Right of way acquisition costs and amount of right of way needed
- Potential change to intersection of Maple Street and Highway 101
- Utility undergrounding costs and potential funding options
- Fiber placement potential
- Potential funding alternatives

Comments: All Directors present

Action: Authorize staff to negotiate a scope of work and fee with MSA for the final design and right-of-way administration and authorize staff to proceed with the right-of-way process.

Motion: Director Webb
Second: Director Riley
Vote: Unanimous – Directors Woodbury and Henry were absent

ACTION ITEM

5. CITY OF FLORENCE INTERGOVERNMENTAL AGREEMENT

Consider authorizing the executive director to amend the Intergovernmental Agreement with the City of Florence to extend the date for loan advances.

Start Time: 7:06 p.m.

Discussion: None

Action: Approve Resolution No. 2, Series 2016, an amendment to the intergovernmental agreement with the City of Florence

Motion: Director Webb

Second: Director Scott

Vote: Unanimous – Directors Woodbury, Henry and Preisler were absent

REPORTS & UPDATES

6. UPCOMING AGENCY DECISION POINTS

Staff will provide an update and tentative timelines on upcoming FURA decision points for major projects and potential property owner incentives.

Start Time: 7:10 p.m.

Discussion: The Agency discussed...

- Property across from Florence Events Center

7. CITY MANAGER REPORT

Start Time: 7:17 p.m.

Discussion: None

Meeting adjourned at 7:18 p.m.

ATTEST:

Joshua Greene, Chairperson

Kelli Weese, City Recorder

Memorandum

To: Florence Urban Renewal Agency

From: Megan Messmer, Project Manager

Date: January 23, 2017

Re: Revision Florence Design & Engineering Services Contract

The action before the FURA Board is to consider authorizing City Manager Erin Reynolds to sign Amendment No. 1 of the contract with Murray Smith and Associates (MSA) for the ReVision Florence design and engineering services.

The original contract with MSA and the draft Amendment No. 1 are attached for you to review. The full project scope of work for MSA has been broken into three phases outlined below:

- Phase I – Design Acceptance Package (“DAP”)
- Phase II – Final Plans, Specifications and Estimate (“PS&E”)
- Phase III – Construction Engineering (“CA/CEI”)

We have completed Phase I with the Design Acceptance Package (DAP) having been submitted on November 30th. MSA, ODOT, and staff has gone through the submission to review any concerns. MSA will be present at the FURA meeting to provide a brief overview of the outcomes of that submission.

The scope of services within Amendment No. 1 includes Phase II of the project and will continue design and engineering services on ReVision Florence through the construction bidding process. This will include design, engineering, right-of-way processes, final plans and estimates, and bidding assistance. MSA will provide an overview of the next steps as outlined by the Scope of Work in Amendment No. 1.

Phase III of the project has been referred to as Construction Engineering or Construction Administration. This is the engineering work done while the project is being constructed and includes site visits, inspections, addressing any unforeseen items, and is required to ensure that the project is built as designed. As with our other City projects, this piece does require the engineers and designers to monitor the progress during construction.

Staff is still finalizing the fee proposal amendment to complete Phase II of ReVision Florence. The fee proposal that accompanies Amendment No. 1 will be presented at the FURA Board meeting, along with an overview of the project budget.

ATTACHMENTS: Attachment 1 – MSA Engineering & Design Services Agreement
Attachment 2 – Draft Amendment No. 1

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
30 PERCENT DESIGN FOR HWY 101 AND HWY 126 STREETSCLAPING
FLORENCE URBAN RENEWAL AGENCY
LANE COUNTY, OREGON**

THIS AGREEMENT AND CONTRACT, made and entered into at Eugene, OR this 24th day of June, 2016, by and between the FLORENCE URBAN RENEWAL AGENCY, Lane County, State of Oregon, and MURRAY, SMITH & ASSOCIATES, INC., a firm of engineers duly authorized to perform engineering services in the State of Oregon:

WITNESSETH THAT:

WHEREAS, the Florence Urban Renewal Agency desires to retain an engineer to provide professional engineering services to prepare a 30 Percent Design for Hwy 101 and Hwy 126 Streetscaping Improvements and,

WHEREAS, the Florence Urban Renewal Agency has selected Murray, Smith & Associates, Inc. to provide such professional engineering services, and,

WHEREAS, Murray, Smith & Associates, Inc. does offer to provide said professional services, NOW, THEREFORE,

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I – DEFINITIONS

Whenever the term “Client” is used herein, it is understood to mean the Florence Urban Renewal Agency, Lane County, State of Oregon, or its authorized officer(s), and the term “Engineer” means Murray, Smith & Associates, Inc. or its authorized representative(s).

ARTICLE II – OBLIGATIONS OF THE ENGINEER

The professional engineering services to be performed by the Engineer under this agreement are described as follows:

1. Description of Services – The Engineer will provide engineering services for the 30 Percent Design For Hwy 101 And Hwy 126 Streetscaping project as described in “Exhibit A” - Scope of Work which is attached.
2. Standard of Practice - In the performance of professional services, the Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the engineering profession practicing in the same or similar locations and no

warranties, expressed or implied, are made or intended in any of the Engineer's proposals, contracts, or reports.

3. Insurance - During the term of this Contract, Engineer shall maintain, at its own expense, the following types insurance in the following amounts:
 - a. Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. Coverage shall include contractual liability coverage for the indemnity provided under this Contract.
 - b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
 - c. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$1,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion.
 - d. The limits required in this Section 3 may be met with a combination of underlying and umbrella coverage.

If any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

All coverages shall be primary over any insurance Client may carry on its own. Certificates evidencing such insurance and the amounts thereof will be furnished upon request.

4. Special Services - There may be certain special services desired by the Client beyond those listed herein. The type and extent of all such special services cannot be determined at this time. However, the Engineer agrees to assist the Client and perform such special services as the Client may require, all in order that the Client can best accomplish its objectives.
5. Services During Construction - If so agreed, the Engineer will provide general observation of the contractor's work on behalf of the Client to the extent agreed by periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the contract documents. On the basis of these visits, the Engineer will keep the Client informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in the work of the contractor(s) and may advise the Client to reject work

or materials that fail to conform to contract requirements. Visits to the construction site and observations made by the Engineer shall not relieve the contractor of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor of its full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

6. Construction Observation - If so agreed, the Engineer will furnish the services of an on-site construction representative(s) to provide observation of the work of the contractor during the period of construction. The construction representative will make out periodic reports of construction progress and will prepare monthly estimates as the basis for payments to contractor as construction proceeds. The construction representative will endeavor to guard the Client against defects and deficiencies in the work of the contractor and help determine if the provisions of the contract documents are being fulfilled. On-site construction observation will not, however, cause the Engineer to be responsible for those duties and responsibilities which belong to the contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the contract documents. The Engineer will report to the Client observed deviations from the requirements of the contract documents. The Engineer will facilitate a final inspection of the constructed project and will make recommendation to the Client regarding substantial completion and final project acceptance.
7. Shop Drawing Review - If so agreed, the Engineer will perform shop drawing and submittal review. The Client and the Engineer agree that effective review of shop drawings is important, and the Client encourages the Engineer to develop a procedure that is properly funded to promote effective implementation. The Client agrees that the Engineer shall review shop drawing submissions solely for their conformance with the Engineer's design intent and conformance with the requirements of the construction documents. The Engineer shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The Client warrants that the contractor shall be made aware of his or her responsibilities to review shop drawings in these respects before submitting them to the Engineer, and that the contractor will further be advised of the need to adhere to the shop drawing submission schedule furnished to it by the Engineer, the need to call any variations to the Engineer's attention, and such other requirements and responsibilities as may be identified in construction documents prepared by the Engineer.
8. Record Drawings - If so agreed and upon substantial completion of the work, the Engineer shall provide the Client a set of record drawings based on information provided by the contractor which illustrate the reported location of work and reported materials and equipment installed. In that record drawings are based on information provided by others, the Engineer cannot and does not warrant their accuracy.

ARTICLE III – OBLIGATIONS OF THE CLIENT

1. Authorization – Unless provided otherwise elsewhere in this Agreement, the execution of this Agreement will constitute authorization for the Engineer to proceed with the work.
2. Information Provided by Client - In order to facilitate the work to be performed by the Engineer, the Client shall furnish to the Engineer all information available to the Client having a bearing on the work. It may be necessary during the work of the Engineer to locate and expose underground utilities and/or structures. The Client shall cause such excavation and incidental work connected therewith to be done at no cost to the Engineer. The Client shall provide the Engineer all labor, equipment and materials to assist in accomplishing system operations if so required.
3. Client to Provide Legal Access - The Client shall provide to the Engineer or the Engineer's representatives legal access to the properties which are necessary in performance of the work. Client shall provide access for the Engineer to these properties for the making of measurements and obtaining details for work to be performed by the Engineer.
4. Miscellaneous Project Related Fees - The Client shall pay the costs of advertisements for construction bids, checking and inspection fees, assessment fees, soils engineering fees, materials testing fees, aerial topography fees, fees for permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
5. Payments to the Engineer - For services provided under Article II, Paragraph 1a, the Client shall pay the Engineer on a time and expenses basis under the provisions of the Engineer's current standard Schedule of Charges in effect at the time services are performed for a total fee not to exceed \$319,854. The Engineer's current standard Schedule of Charges is attached as Exhibit B. The Engineer shall provide services under Article II, Paragraph 1 on a mutually agreeable basis.
6. Invoices – Monthly invoices will be issued by the Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2% per month will be charged on all past due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

ARTICLE IV - GENERAL

The Client and the Engineer agree that the following provisions shall be part of their agreement:

1. Assignment of Contract - Neither the Client nor the Engineer shall assign its interest in this Agreement without the written consent of the other.

2. Hazardous Materials - Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Client and the Engineer agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work or termination of services. Client waives any claim against the Engineer arising from the Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.
3. Changes to Plans and Specifications by Others - In the event that any changes are made in plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer, and the Client assumes full responsibility for such changes unless the Client has given the Engineer prior notice and has received from the Engineer written consent for such changes.
4. Delays - The Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond the Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of the Client or Client's agents to furnish information or to approve or disapprove the Engineer's work promptly, or due to late, slow, or faulty performance by the Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
5. Unauthorized Reuse of Documents - All work performed by Engineer and compensated by Client pursuant to this Contract shall be the property of Client upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to Client rights of reproduction to all such documents. Engineer may retain a copy of and reuse such documents. However, in the event Client reuses or modifies any materials furnished to Client by Engineer, without Engineer's involvement or consent, then Engineer shall not be liable for the materials.
6. Contractor's Responsibility for Project and Safety - The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for projects, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.
7. Insurance Provided by Construction Contractor - Construction specifications prepared by the Engineer may include standard provisions for insurance coverages to be provided to the Client by the construction contractor. Since the Engineer is not qualified to advise on insurance matters, the Client agrees to review those provisions prior to the bidding process with its insurance advisor and to notify the Engineer of changes to be made, if any, to these provisions.

8. Time Schedule - The Engineer shall begin work within a mutually agreeable time after execution of this Agreement and shall diligently prosecute the work to meet the time schedule agreed upon by the Client and the Engineer.
9. Quantity Estimates and Opinion of Construction Costs - The Engineer will prepare estimates of the materials to be furnished and work to be done. Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and materials, or over the competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Client.
10. Americans With Disabilities Act - The American Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations. The Engineer, therefore, will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Engineer, however, cannot and does not warrant or guarantee that the Client's project will comply with all potential interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules codes, ordinances and regulations as they apply to the project.
11. Dispute Resolution - All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be subject to mediation as adopted and described by the American Arbitration Association.
12. Services for Client - Services provided within this Agreement are for the use of the Client in partnership with the State of Oregon, acting through the Oregon Department of Transportation.
13. Severability - The Client and the Engineer have entered into this Agreement of their own free will to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. In the event that an invalidated provision would otherwise have required the Client to compensate the Engineer, as to honor an indemnification or for any other reason, the amount of money in question shall automatically be considered an additional fee due to the Engineer, irrespective of the invalidity of the provision in question.

- 14. Termination of Agreement - The Client may terminate this Agreement for reasons identified elsewhere in this Agreement, or for any other reasons which may arise. In the event such termination becomes necessary, the Client shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. The Client shall within thirty (30) calendar days of termination pay the Engineer for services rendered prior to termination. Such payment shall be based insofar as possible on the amounts specifically established in this Agreement, or, where the Agreement cannot be applied, on the basis of the Engineer's current Standard Schedule of Charges. The Engineer may terminate this Agreement upon giving the Client fourteen (14) calendar days prior written notice due to breach by Client of any material term of this Agreement, including but not limited to the payment terms, or changes in the material conditions under which the Agreement was entered into coupled with a failure of the parties to negotiate an accord regarding the fees, changes, schedules relating to those changes.

- 15. Survival - All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

- 16. Public Contract - The parties understand that this contract is a public contract as defined by Oregon law and is governed by applicable state and local laws and regulations. To the extent applicable, the parties specifically incorporate the terms contained in Exhibit C as if fully set forth herein.

- 17. Extent of Agreement - There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives.

FLORENCE URBAN RENEWAL AGENCY

Date June 24, 2016

By: ER Reynolds
 Erin Reynolds
 City Manager, City of Florence

MURRAY, SMITH & ASSOCIATES, INC.

Date _____

By: _____
 Bill Hollings
 Principal Engineer

CITY OF FLORENCE
30 PERCENT DESIGN FOR HWY 101 AND HWY 126 STREETSCAPING
SCOPE OF SERVICES EXHIBIT A

Murray, Smith & Associates, Inc. (MSA), in conjunction with the City of Florence (City) and the Florence Urban Renewal Agency (FURA), recently developed concepts for gateway and streetscape improvements along Hwy 101 and Hwy 126. The intent of the concept design is to develop a vision and master plan that will build upon revitalizing and sustaining the Downtown area as a destination, while maintaining a very livable area for the community residents. The concept design includes the Hwy 101 corridor between the Siuslaw River Bridge and Hwy 126 and along Hwy 126 from Hwy 101 to Spruce Street. The concept design was presented in the Final Corridor Concepts and Master Plan Approach.

The Oregon Department of Transportation (ODOT) is also completing designs for the pavement preservation of Hwy 101 between the Siuslaw River Bridge and Hwy 126. This scope of work will support Consultant effort to develop DAP designs for all ADA ramp improvements required for the ODOT pavement preservation project, as well as coordination between ODOT and the City.

This Statement of Work (SOW) outline addresses the Design Acceptance Phase (DAP) design for the project (approximately 30% design level). The concept design presented in the Final Corridor Concepts and Master Plan Approach will be used as the basis for developing the DAP. Alternate intersection modifications presented in the Final Corridor Concepts and Master Plan Approach at Old Town Way, 1st Street/Kingwood Street, and Maple Street/Laurel will not be included in the Project.

An amendment to this contract will be required for the Advance and Final design and Construction phases of the Project.

SCOPE OF SERVICES

Consultant will perform the following services.

Task 1 Project Management

1.1 Project Management and Quality Assurance

Consultant shall provide management, coordination and direction to the Project Team (PT) and sub-consultants to complete quality Project deliverables on time and within budget. Consultant shall schedule and supervise WOC tasks and maintain liaison and coordination with City and outside agencies.

Consultant shall complete all engineering under this SOW under the direction of the appropriate professional that is registered in the state of Oregon. The professional that has

provided the direct supervision of the Work shall stamp all reports, maps, drawings and calculations.

Consultant shall perform a peer review of all deliverables using Consultant's normal internal review process.

1.2 Project Schedule and Progress Reports

Consultant shall prepare and submit an initial detailed Project schedule for the tasks to be completed under this SOW. Consultant's Project schedule must be used to track all major tasks, deliverables and milestones. Consultant shall submit the initial project schedule within ten (10) working days of NTP. The currently scoped services will be performed over the course of six (6) months from NTP.

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly progress reports will accompany each invoice. Consultant shall prepare a monthly progress report and update the Project schedule as required to show progress throughout the duration of this WOC. Consultant's monthly progress reports must be submitted with the monthly invoice.

1.3 Kick-off Meeting

Consultant's Principal-in-Charge (PIC), Project Manager (PM), Lead Designer, and up to two (2) sub-consultant or other consultant staff shall prepare for and attend a kick-off meeting in Florence within fourteen (14) calendar days of NTP.

The kick-off meeting is to confirm mutual understanding of SOW requirements and must address general Project goals, Project coordination, Project schedule, target construction budget, and to exchange information related to the Project. It is anticipated that both City and ODOT staff will attend the kick-off meeting.

Consultant shall prepare and distribute the agenda for the meeting at least two (2) business days prior to meeting date.

Consultant shall record, prepare and distribute meeting minutes (including action items and record of any decisions) of the meeting within five (5) business days of the meeting.

1.4 Project Team Meetings – Consultant shall schedule, arrange for, and lead up to two (2) Project Team (PT) meetings in Florence during this Phase of the Project. The purpose of the meetings is to inform and receive input from the City regarding design during development of the Project. Consultant shall prepare and distribute the agenda for the meeting and shall record and distribute minutes (including action items and record of any decisions) of the meetings. Consultant's PIC, PM, Lead Designer, and up to two (2) additional technical staff or sub-consultant staff shall attend PT meetings.

C1.5 Additional Project Team Meetings (Contingency Task) This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C1.5 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

If requested and approved by the City, Consultant shall schedule, arrange for, and lead up to up to two (2) additional PT meetings in Florence. Consultant shall prepare and distribute the agenda for the meeting and shall record and distribute minutes (including action items and record of any decisions) of the meetings. Consultant's PM, Lead Designer, and up to two (2) additional technical staff or sub-consultant staff shall attend PT meetings.

1.6 Project Coordination Meetings – Consultant shall conduct internal coordination efforts (by telephone, email, personal meetings, etc.) with its sub-consultants as appropriate to coordinate work, and meet Project goals and schedules. Budget assumes two coordination meetings per month.

Consultant shall document coordination meetings in the monthly status reports prepared in Task 1.2.

1.7 ODOT Coordination Meetings – Consultant shall schedule, arrange for, and lead up to four (4) coordination meetings with ODOT staff at the Springfield ODOT Area 5 offices or by teleconference. Consultant shall prepare and distribute the agenda for the meeting and shall record and distribute minutes (including action items and record of any decisions) of the meetings. Consultant's PM, Lead Designer, and up to two (2) additional technical staff or sub-consultant staff shall attend PT meetings.

Task 1 Deliverables

- Invoices and progress reports (monthly for up to six (6) months)
- Initial Project Schedule and updated project schedules as required
- Meeting agendas and minutes

Task 2 Survey

Consultant's licensed land surveyor is responsible for land surveying practices including conformance to state statutes pertaining to survey and land boundary laws for this Project. These statutes include, but are not limited to, the following: ORS Chapter 92, Subdivisions and Partitions, ORS Chapter 93, Conveyancing and Recording, ORS Chapter 209, County Surveyors and map requirements, and ORS Chapter 672 Professional Engineers and Land Surveyors.

Survey limits (also shown in Exhibit C) are five (5) feet outside of the existing right-of-way of US 101 and start at Bay Street and go northerly along US 101 to the intersection with OR 126. The limits also include a strip of land from the southerly fog line of OR 126 and extend to a point 5 feet southerly of the south right-of-way line of OR 126 starting at US 101 and go easterly to the east side of Quince Street; The limits also include a strip of land from the

southerly fog line of OR 126 and extend to a point 5 feet southerly of the south right-of-way line of OR 126 at the southwest and southeast corners of the intersections of Redwood Street and Spruce Street.

2.1 Research, Reconnaissance, Initial Control Survey

Consultant shall research existing ODOT records for survey and R/W maps, and research existing county records for survey maps, partitions, subdivisions, corner records, road records, etc. for existing survey monumentation of record. Consultant shall use existing primary control points established in Lane County Survey File Number 41771 and by ODOT to supplement the control as needed to complete this project. Consultant shall establish ties to geodetic points, public land corners and highway monuments sufficient to locate highway R/W in the work areas and to meet the requirements of the County Surveyor for filing of a Record of Survey per ORS 209.155. Consultant shall establish ties to at least one (1) existing Public Land Survey System corner or a monument in a recorded subdivision. Consultant shall file any corner reports required by ORS 209.250(9).

The horizontal and vertical datum must be NAD83 (2011) epoch 2010.00 for the horizontal datum and vertical datum must be NAVD88. Consultant shall use Geoid12A GPS topography work. Consultant shall use the Oregon Coordinate Reference System – Oregon Coast Zone. The Control Network must be shown on the Record of Survey filed with the County Surveyor (Task 2.4).

Deliverable:

- Established control network to be incorporated with final Record of Survey as described in Task 2.4.

2.2 Project Survey Control

Consultant shall place project survey control in accordance with ODOT Route Surveying Manual and ODOT Right of Way Monumentation Policy. Consultant shall place the project control monument(s) out of the work zone and in a location safe from highway maintenance activity. The monument(s) shall be 5/8” rebar with appropriate caps, or other ODOT approved monuments. The Project Survey Control network must be shown on the Horizontal Control, Monument Recovery and Retracement Survey filed with the County Surveyor (Task 2.4). The published Project Survey Control coordinates must be on the Oregon Coordinate Reference System – Oregon Coast Zone.

Deliverable:

- Copy of field notes and Project Survey Control processing reports.
- Project Survey Control Report, incorporated into the Record of Survey filed with County Surveyor.

2.3 Right-of-Way Centerline and Boundary Resolution

The right-of-way of US 101 was previously retraced by OBEC Consulting Engineers in 2010 and the survey was recorded with the Lane County Surveyor as CS 41771. The Consultant shall resolve the location of the existing centerline and right-of-way lines of OR 126 from the easterly right-of-way of US 101 easterly through the limits of the project described above. The Consultant shall resolve the location of the existing centerline and right-of-way lines of Quince Street, Redwood Street and Spruce Streets south of OR 126.

Consultant shall conduct a survey that includes, but not be limited to: Government corners, geodetic control stations, benchmarks, R/W monuments, property boundary markers, and roadway alignment markers.

Consultant shall:

- Resolve R/W centerlines and/or property boundaries using accepted concepts and rationale;
- Measure and/or evaluate the available evidence for relevance, adequacy, and reliability;
- Use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and
- Determine a best-fit with the evidence and probable location of R/W alignments and property boundaries as described in the WOC.
- Measure property and right of way boundaries - locate, measure and document the location of all survey markers and monuments of record for property boundaries and/or Right of Ways. Property and R/W boundary markers/monuments must be double tied in accordance with standard ODOT practice.

Deliverable:

- Document boundary resolution - provide a detailed narrative of available evidence, if desirable evidence is not available, rationale for decisions made, and a summary of final conclusions in the establishment of the R/W centerline and/or property boundary.

2.4 Record of Survey (Horizontal Control, Monument Recovery and Retracement Survey)

Consultant shall provide all labor, equipment, and material to produce a Record of Survey for the Project and shall file the survey with the Lane County Surveyor. This survey must cover the existing and proposed R/W within the limits of the project described above plus any ground that may be disturbed by the project construction operations and the control points established for the Global Positioning System (GPS) survey. Consultant shall provide City with an exact copy of the survey as filed with the County.

Consultant's Record of Survey must meet ODOT surveying and drafting standards and the requirements of the Lane County Surveyor. Drafting of the survey maps must be done in Bentley MicroStation using ODOT's current version. Map shall conform to the Agencies' Survey Mapping and Content Standards for Horizontal Control Recovery and Retracement Surveys. The following information must be included on this survey:

- The project control network established for the survey
- The resolved location of the existing Right of Way (R/W)
- Coordinates of monuments of record within the limits of survey described above.

Consultant shall establish the control network for the project control points to survive project construction and be sufficient for reestablishment of monuments of record that may be disturbed by project construction.

Consultant shall research existing County records for survey maps, partitions, subdivisions, corner records, road records, etc. for record of existing property monumentation.

Consultant's survey map format must include the following:

- The resolved location of the existing R/W centerlines and R/W lines of the highway and the intersecting streets.
- Distances of record to the R/W line from the centerline.
- Existing Land Corner Record monumentation (sectional), location(s) must be depicted as previously located by existing Land Corner Records/Bearing Tree Notes as required by ODOT Surveying Unit.
- A Monument List Table that must include: point number; description of monuments found and set; date found or set; county survey of record setting the found monument or of oldest reference; station and offset to the resolved centerline; coordinates; notation indicating monuments found bent or disturbed, burial depth of monuments found more than two inches below the ground surface and coordinates of the monument. If found monument is not of record, note in description. This information must be placed on the face of the plat if space allows rather than in a table format.
- Control Network Monument List Table. The table must include point numbers, monument description and coordinates. This information may be placed on the face of the plat if space allows rather than in a table format.
- Narrative explaining how location of the alignment was resolved.
- Legend describing symbols used in the map. Symbols must be consistent with the current ODOT standard.
- A title block with the Project name, highway name, county, the highway number; ODOT file number; and other data consistent with the current ODOT mapping standard.

Consultant's map must show: monuments located and set; edge of pavement or face of curb line; street and or highway names; point number; record highway and street alignment data (control point coordinates, bearings and distances) and the corresponding resolved data. Adjacent ownership data must be referenced by deed number.

Deliverable:

- Final Record of Survey as described above in 2.4.
- Submittal of Record of Survey for filing with the Lane County Surveyor.
- One (1) paper copy of Final Record of Survey.

2.5 Base Map & Digital Terrain Model and Field Topographic Survey

Consultant shall gather additional topographic data for this Project by field surveying techniques consistent with preparing a Digital Terrain Model (“DTM”). The DTM must depict the actual existing ground surface shape adequate to prepare base mapping with one-foot contour intervals, using a combination of data at break lines, features, and spot locations to develop the DTM.

Using field surveying techniques, Consultant shall collect, beyond boundaries of prescribed limits, additional supplemental topographical and planimetric data including existing drainage, culverts, low wire elevations, curbs, sidewalks, ramps, face of buildings, signal poles, pedestrian poles, controller cabinets, fences, utilities, ditches, driveways, structures, trees and signs.

Consultant shall gather the field data necessary to show utility locations in the base mapping for the roadway design. Consultant shall request underground utilities to be marked in the field (known as “field locates”) within the immediate project areas, as identified above. Consultant shall use the statewide “One-call” utility notification system and submit a “pre-survey” locate request. All utility operators with buried facilities subscribe to the One-call system (OUNC-Oregon Utility Notification Center). When surveying marked lines and describing the line data points, Consultant shall record in the field notes the utility ownership. All non-tangent markings must be tied, i.e. survey shots must be of sufficient frequency to accurately record each facility’s alignment and deviation. It is assumed that no potholing of underground utilities is to be performed.

Lowest wires that cross street or road intersections shall be measured vertically and a true elevation of those wires calculated. Consultant shall note this in the field notes and base-map.

All sanitary and storm sewer manholes, cleanouts and inlets (or catch basins) invert elevations shall be measured and recorded. Elevations shall be taken on rims of manholes and inlets as well as the top of all exposed pipes. Invert elevations of culverts shall be obtained and documented in the field notes along with a sketch, description (type, size, and condition), and location of all pipes. Field sketches of manhole/inlet showing connecting pipe configurations shall be made. The pipe size shall be noted on the base map. Measure and record all utility facility structures (e. g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures).

Utility ties will not be used as part of the modeling unless depicting actual ground elevation.

Consultant shall document field survey activities in field survey notes.

Consultant shall add the additional topographic data to the base map provided by ODOT in Bentley MicroStation using ODOT’s current version and shall create a single base map.

Consultant shall collect confidence points by field surveying techniques in accordance with ODOT’s “Route Surveying – ODOT Procedures for Location, Design and Monumentation”, current edition, from ODOT Geometrics Unit with the intent to verify surface modeling

within triangles created during development of the DTM surface derived by conventional surveying techniques, striving for intervals of no greater than fifty (50) feet.

Consultant shall collect confidence points over the DTM within the augmented areas at approximately 2% of total points.

Consultant shall produce a confidence point analysis report that gives a clear indication of the variances in elevations between the measured confidence points and the elevations of those points in the model.

Assumption:

- No utility potholing will be performed.

Deliverable(s):

- Copy of survey field notes (*.pdf)
- Electronic field files (*.dc, or *.dat, Confidence Point Analysis Report)
- Project base mapping in MicroStation CADD files (*.dgn,*.alg, *dtm) for Surface Features and InRoads DTM file.
- Project base mapping in AutoCAD format.

C2.6 Additional Topographic Survey (Contingency Task) This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C2.6 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

City may authorize up to five (5) days of survey work.

Deliverable(s): (Due within 3 weeks of NTP)

- Copy of survey field notes (*.pdf)
- Electronic field files (*.dc, or *.dat, Confidence Point Analysis Report)
- Revised Project base mapping in MicroStation CADD files (*.dgn,*.alg, *dtm) for Surface Features and InRoads DTM file.
- Revised Project base mapping in AutoCAD format.

Task 3. Environmental Services(RESERVED)

All environmental services will be provided by ODOT.

Task 4 Public Involvement

4.1 Stakeholder Interviews

City's project manager, Consultant's project manager, lead engineer and landscape architect will meet with individual property owners to discuss access management, right-of-way, and other project impacts. For budgeting purposes, it is assumed that up to three Consultant or

subconsultant staff shall attend the stakeholder interviews in Florence. Up to three 8-hour days in Florence are budgeted for the interviews.

4.2 Public Meeting

Consultant shall attend one open house public meeting in Florence to provide Project information and address specific questions and concerns related to the Project. Consultant shall prepare:

- roll maps,
- PowerPoint presentation

City will schedule, organize, coordinate the location, advertise and facilitate the meeting. For budgeting purposes, it is assumed that up to three Consultant or subconsultant staff shall attend the 4-hour public meeting in Florence. It is anticipated that the open house will occur shortly after the DAP submittal.

Deliverables:

- Provide up to one roll map and PowerPoint presentation to be presented at the open house.

Task 5 Utility Coordination

5.1 Utility Impact Assessment

Consultant shall review the available utility as-built plans, survey data and utility information and identify potential conflicts with the proposed design alternatives. Consultant's assessment must include determining potential conflicts with overhead or buried utilities and identifying locations where potholing may be required.

Consultant shall utilize this information to draft conflict letter(s) for the appropriate utility company(s).

Consultant shall prepare and submit a Utility Assessment Technical Memorandum that identifies all utilities within the Project limits and a preliminary assessment of utility conflicts with the proposed design.

For utilities with apparent conflicts, Consultant shall issue a letter (Notice of Utility Conflict) to the utility agency informing them of the conflict with the proposed design and the need to relocate/adjust the utility facility.

For budgeting purposes up five (5) utilities are anticipated to have facilities within the project limits.

Deliverables:

- Utility Assessment Technical Memorandum including conflict analysis plans and conflict analysis spreadsheet summary

- Notice of Utility Conflict to each utility with apparent utility conflicts

C5.2 Utility Undergrounding Coordination (Contingency Task)

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C5.2 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

The City has expressed interest in potentially undergrounding aerial utility facilities currently located along US101 to improve the aesthetics of the US101 business area. If desired, this task would support Consultant coordination efforts with Central Lincoln PUD and other utilities with overhead facilities to determine feasibility and preliminary costs for utility undergrounding along US101 within the project corridor. Consultant shall request preliminary undergrounding designs from the utilities.

Assumptions:

- Undergrounding is being considered for US101 only; no undergrounding will be included on OR126.
- Utilities will develop preliminary undergrounding designs and costs.

Deliverables:

- Preliminary undergrounding designs and costs from utilities
- Utility-provided estimated undergrounding costs included in DAP estimate

5.3 Utility Relocations (RESERVED)

Task to be added by amendment and completed during Advance and Final Design phase, if needed.

Task 6 Geotechnical/Geological Services (RESERVED)

Task to be added by amendment and completed during Advance and Final Design phase, if needed. Pavement Design will be provided by ODOT.

Task 7 Hydraulics Design

7.1 DAP Storm Drainage Design

The proposed sidewalk and curb improvements will require modifications to the existing drainage along the Project corridor. Consultant shall develop DAP-level designs for additional inlets and storm drainage piping required for curb extensions.

Assumptions:

- Budget assumes design of new or relocated curb inlet and storm drainage piping required for curb extensions only. No modifications to the storm main along US101 are included. If modifications/replacement of the storm main is required, the work will be added by an amendment.

Deliverables:

- DAP Drainage plan and profile sheets and associated estimates will be incorporated into the DAP submittal in Task 10.1.

C7.2 DAP Stormwater Management Design (Contingency Task)

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C7.2 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

If required by ODOT for FAHP or SLOPES, Consultant shall develop DAP designs for stormwater management (best management practice (BMP) detention and/or treatment) facilities. Consultant shall perform stormwater analysis for runoff at the site in accordance with ODOT Stormwater Management Program. Consultant shall design the stormwater facilities according to the ODOT Hydraulics Manual.

Deliverables:

- DAP Stormwater sheets and associated estimates will be incorporated into the DAP submittal in Task 10.1.

C7.3 Stormwater Management Plan (Contingency Task)

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C7.3 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

If required by ODOT for FAHP or SLOPES, consultant shall prepare a stormwater management plan utilizing ODOT format and checklist that summarizes results of the stormwater analysis. In this plan, Consultant shall delineate the areas of runoff, characterize runoff conditions, discuss existing soil infiltration rates based on literature review of soil classification, and recommend areas where runoff may be infiltrated or treatment facilities may be installed. Consultant shall include maps that delineate the drainage patterns and infiltration areas for the site. Consultant's stormwater management plan shall also be used as the water quality technical report for biological resource clearances to be completed by ODOT.

Task 8 Roadway Design**8.1 Design Criteria**

Consultant shall prepare draft and final design criteria. Design criteria shall be consistent with ODOT 3R Urban Principal Arterial Design Standards. Consultant shall present the design criteria in a table or matrix format listing conditions, assumptions and minimum standards for the roadway design elements of the Project. To develop the design criteria, Consultant shall:

- Obtain functional classification of the facility based on current TSP

- Determine appropriate design vehicles for each intersection in conjunction with ODOT and City
- Obtain existing and design year ADT from available ODOT traffic counts
- Determine design speed
- Obtain mobility requirements
- Confirm access control requirements or access management techniques (provided by ODOT)
- Determine pedestrian and ADA design considerations
- Determine bicycle design considerations
- Determine transit design considerations
- Determine sight distance considerations
- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
 - Number and width of travel lanes
 - Shoulders
 - Curbs
 - Sidewalks
 - Curb ramps
 - Parking

Deliverables:

- Draft and Final design criteria, submitted electronically.

8.2 DAP Roadway Design

Consultant shall develop DAP-level (approximately 30%) designs for roadway elements, including curb, sidewalk, ADA and driveway improvements. Designs shall be based on the criteria developed in Task 8.1 and the conceptual design presented in the Final Corridor Concepts and Master Plan Approach. This task shall include modelling turning movements with the appropriate design vehicle at each intersection to determine curb radii.

Deliverables:

- DAP Roadway plans and profile sheets (if required) and associated estimates will be incorporated into the DAP submittal in Task 10.1.
- Exhibits for turning movements at each intersection in PDF format.

C8.3 Design Exceptions (Contingency Task)

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C8.3 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

Consultant shall prepare one (1) draft Roadway Design Exception Request for the Project that combines up to three (3) elements not meeting minimum 3R standards. The Design Exception Request(s) must be prepared using the standard Design Exception Request form

defined in the Highway Design Manual. The final Design Exception Request(s) for the Project must be stamped and signed by the engineer of record. ODOT will coordinate final approval of the Design Exception Request(s).

Deliverables:

- 1 electronic copy in WORD format of draft Design Exception Request(s) within 2 weeks of DAP.
- 1 hard copy and 1 electronic copy in WORD and PDF format of final Design Exception Request(s) no later than 2 weeks of receipt of comments from ODOT.

Task 9 Traffic Engineering

9.1 Traffic Analysis

The Consultant shall perform a traffic analysis as follows:

- Obtain and review previous studies conducted at the project study area and/or concepts developed for this corridor.
- Obtain and review existing right-of-way maps, aerial photography, topographic survey, and/or other basemaps provided by the project team and/or City.
- Conduct a field visit in the study area to identify the existing physical and operational characteristics of Highway 101 and Highway 126 within the study area
- Perform a work zone traffic analysis of the study area along Highway 101 to identify lane closures and other mobility related restrictions.
- Obtain and review existing intersection survey, traffic signal as-builts, basemaps, and preliminary intersection concepts (i.e. curb extensions) to assess potential signal modifications needed to accommodate proposed improvements at the signalized intersections at Highway 101/Rhododendron Drive and Highway 101/Highway 126.

Assumptions:

- Alternate intersection modifications presented in the Final Corridor Concepts and Master Plan Approach at Old Town Way, 1st Street/Kingwood Street, and Maple Street/Laurel will not be included in the Project.

Deliverables:

- Draft and Final traffic analysis technical memorandum summarizing the findings and recommendations of the traffic analysis. One (1) revision of the draft technical memorandum based on City review comments.

9.2 DAP Traffic Control Plans

Consultant shall prepare and submit DAP-level TCPs for the Project based on the work zone analysis prepared in Task 9.1. Consultant shall develop plans to the level required to detail general traffic control staging sequencing and concepts and provide a preliminary cost estimate for temporary traffic control. ODOT standard plans will be referenced where possible.

Consultant's preliminary TCPs must indicate such elements as traffic control sequencing, work zone limits, transitions, traffic control devices, and cross sections (where applicable).

Note: Although some advanced signing may be shown for clarification in the preliminary TCPs, detailed work zone signing will not be shown at this preliminary level of plan development. Consultant shall develop plans per the requirements of ODOT and the Manual on Uniform Traffic Control Devices.

Consultant shall coordinate with the ODOT Regional Mobility Manager to develop the preliminary TCPs. Consultant shall prepare a preliminary cost estimate for temporary traffic control.

Deliverables:

- DAP Traffic Control Plans delivered in the DAP submittal in Task 10.1.

9.3 Roadway Lighting Analysis and Documentation

Consultant shall perform photometric analysis of pedestrian scale and highway lighting options as follows:

- Receive a copy of available street lighting as-built drawings from City and/or ODOT.
- Coordinate with the City and ODOT to verify up to three (3) street light options including fixtures.
- Conduct up to three (3) photometric analyses of LED fixtures to determine a conceptual level street light pole layout along Highway 101 between Old Town Way and Highway 126.
- Prepare preliminary cost estimates for up to three (3) conceptual-level street light pole layouts.
- Coordinate with the City and ODOT to verify the final preferred street light pole layout.
- Coordinate with the power company, City and ODOT to verify the power source.

Deliverables:

- Photometric analysis and preliminary costs estimates for up to three (3) conceptual-level street light pole layouts.

9.4 DAP Illumination Design

Consultant shall develop DAP level designs for the preferred street lighting layouts determined in Task 9.3 along US101 and OR126. Consultant will develop up to four (4) DAP street lighting plan sheets at a 1" = 40' scale (half size) for the preferred street lighting layout of new street lights along US101 and up to two (2) DAP (30%) street lighting plan sheets at a 1" = 40' scale (half size) for the preferred street lighting layout of new street lights along OR126.

Deliverables:

- DAP street lighting plans incorporated into the DAP submittal in Task 10.1.

9.5 Signing Design (RESERVED) - Task to be added by amendment and completed during Advance and Final Design phase.

9.6 Striping Design (RESERVED) – Striping design to be completed by ODOT during Advance and Final Design phase.

9.7 Access Management

ODOT will lead the Access Management process and lead the Access Management sub team with support from the City and the Consultant. Consultant shall participate in up to four (4) the access management sub team meetings in Florence. Consultant’s PM, lead designer and up to two (2) additional subconsultant staff shall attend meetings.

Consultant shall provide supporting exhibits to demonstrate site flow, location of modified/relocated approaches, feasibility of approaches and demonstration of need for modified/relocated/closed approaches (eg: conflict with ADA facility).

Assumptions:

- ODOT will perform the following tasks:
 - Access Control and permit research
 - Access Management (AM) methodology draft letters to affected properties
 - AM methodology approval letter
 - Draft AM strategy and draft Official Project Access List (OPAL)
 - Approval for AM strategy and OPAL
 - Access closure, relocation and/or modification letters to affected properties
 - Appeals, post-decision collaboration, dispute review boards or contested case hearings
- City will procure voluntary shared use/crossover easements and obtain written requests from property owners for changes not supported by criteria in methodology.

Deliverables:

- Attendance at up to four (4) sub team meetings
- Supporting exhibits in PDF format

Task 10 Design Acceptance

10.1 Design Acceptance Package (30%)

The objective of the DAP is to identify the Project footprint, required design exceptions and required environmental permits prior to preparing the Advance and Final Plans.

Consultant shall prepare a DAP that includes design plans (30% plans developed in the individual tasks above), a cost estimate, and a design narrative that addresses the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of design criteria;
- Summary of design exceptions that will be necessary;
- Summary of roadway alignment and typical section alternatives considered, including recommendations;
- Outline of Project constraints such as topography, environmental, permits, ROW, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Summary of the Traffic Analysis;
- Environmental impacts and mitigation measures (if any);
- Environmental permitting requirements (if any);
- Utility conflicts;
- Public Involvement efforts;
- Draft Stormwater Management Plan (if required);
- Description of drainage features;
- ROW needs;
- Local permit needs;
- Conceptual construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Description of impact to freight mobility

Consultant shall prepare DAP plan sheets according to the following list.

- Title sheet, index and sheet layout sheet – 3 sheets
- Typical sections – up to 3 sheets - pavement design will be provided by ODOT.
- Details - up to 2 sheets - ADA ramps details will not be provided at DAP
- Preliminary temporary protection and direction of traffic (including bicycle and pedestrian traffic) - up to 6 sheets
- Roadway plans – up to 10 sheets at 1" = 20' on full size 22" x 34" sheets (1" = 40" on half size)
- Drainage/stormwater plans – up to 10 sheets at 1" = 20' on full size 22" x 34" sheets (1" = 40" on half size)
- Profiles – up to 10 sheets
- Water quality (if required) – up to 5 sheets
- Preliminary illumination plans - up to 6 sheets
- Preliminary landscaping and streetscaping plans – up to 15 sheets

Consultant shall summarize and reference in the DAP the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit design plans and a cost estimate as appendices to the DAP. Drawings submitted with the DAP must be marked as "Design Acceptance Plans for Review."

Consultant shall address City and ODOT comments on the DAP. Consultant shall attend a DAP Plan Review Meeting to communicate and discuss resolution to review comments and provide written responses to address review comments after attending the DAP Plan Review Meeting.

Deliverables:

- DAP narrative, estimate and plans (PDF only)
- Written responses to review comments

Task 11 Landscape Architecture

11.1 DAP Landscape and Streetscape Design

Consultant shall develop DAP level designs for landscape and pedestrian hardscape/streetscape designs elements. Design shall be based on the criteria and roadway design developed in Tasks 8.1 and 8.2 as well as the conceptual design presented in the Final Corridor Concepts and Master Plan Approach. Pedestrian hardscape design shall include sidewalks, plazas, bench pads, art niches, jointing and other elements. Landscape design shall include planting areas, preliminary plant schedules, and irrigation parameters (connection points, utility coordination and service options). Plan sheet enlargements shall be developed for key intersections that include preliminary planting plans.

Assumptions:

The following items are not included:

- Further design and documentation of Gateway elements (structures and art).
- Art and sculptures
- Furnishing selections

Deliverables:

- DAP landscape and streetscape plans incorporated into the DAP submittal in Task 10.1.

Task 12 Right-of-Way

Note: Preliminary right-of-way work including right-of-way estimating and right of entry to support preliminary environmental studies are included in this phase. Right-of-way negotiations and acquisition tasks to be added by amendment and completed during Advance and Final Design phase.

C12.1 Right of Way Cost Estimating (Contingency Task)

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C12.1 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

Consultant shall prepare a right-of-way cost estimate for up to fifty (50) files. Consultant shall:

- Review design impacts for one alternative with Project Team
- Perform site visits to identify impacted improvements
- Research local comparable sales, potential damages to the remainder site and other relevant valuation questions
- Create valuation matrix with relevant site and property owner information; integrate valuation analyses into matrix for submittal to client
- Respond to Project Team questions and requests regarding submittal, as needed.

Deliverables:

- Right-of-way cost estimate included in DAP

C12.2 Rights of Entry (Contingency Task)

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C12.1 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

If required for preliminary studies, Consultant shall prepare a rights of entry for up to three (3) properties. Consultant shall:

- Review rights of entry scope and needs on each property impacted
- Research site and property owner contact information
- Draft right of entry document per ODOT standards and specifications
- Facilitate execution of right of entry document
- Report regular status updates to project team, as needed

Deliverables:

- Rights of entry for up to three (3) properties

Task 13 Plans, Specifications and Estimate (PS&E) (RESERVED)

Task to be added by amendment and completed during Advance and Final Design phase.

Task 14 Bidding Assistance (RESERVED)

Task to be added by amendment and completed during Advance and Final Design phase.

Task 15 Construction Phase Services (RESERVED)

Task to be added by amendment and completed during the Construction phase of the project.

PAYMENT

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10% fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Personnel

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2016 to December 31, 2016. After this period, the rates are subject to adjustment.

Principal Engineer VI	\$224.00
Principal Engineer V	216.00
Principal Engineer IV	208.00
Principal Engineer III	199.00
Principal Engineer II	191.00
Principal Engineer I	184.00
Professional Engineer IX	176.00
Professional Engineer VIII	167.00
Professional Engineer VII	159.00
Professional Engineer VI	151.00
Professional Engineer V	142.00
Professional Engineer IV	134.00
Engineering Designer IV	134.00
Professional Engineer III	126.00
Engineering Designer III	126.00
Engineering Designer II	116.00
Engineering Designer I	106.00
Technician IV	129.00
Technician III	115.00
Technician II	100.00
Technician I	85.00
Administrative III	91.00
Administrative II	85.00
Administrative I	74.00

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost

Printing and Reproduction
Travel, Lodging and Subsistence

At Cost
At Cost

TIME AND PERFORMANCE

Assumed NTP issued no later than June 1, 2016.

DAP submittal anticipated on November 1, 2016.

**30 PERCENT DESIGN FOR HWY 101 AND HWY 126 STREETSCAPING
CITY OF FLORENCE
EXHIBIT B FEE ESTIMATE**

								ESTIMATED FEES										Expenses	Total
	Principal Engineer II	Professional Engineer VII	Professional Engineer III	Engineering Designer I	Technician IV	Administrative II	Hours	Labor	Subconsultants						Subconsultant Total				
	\$191 Hollings	\$159 Link	\$126	\$106	\$129	\$85		DLA	OBEC	Kittelson	MB&G	Heritage	S&W	Epic					
Task 1 - Project Management							0	\$ -								\$ -	\$ -	\$ -	
Task 1.1 - Project Management and Quality Assurance (6 months)	24	34					58	\$ 9,990	\$ 1,540							\$ 1,540	\$ -	\$ 11,530	
Task 1.2 - Project Schedule and Progress Reports	6	12				6	24	\$ 3,564								\$ -	\$ -	\$ 3,564	
Task 1.3 - Kick-off Meeting	6	6	10				22	\$ 3,360	\$ 880							\$ 880	\$ 65	\$ 4,305	
Task 1.4 - Project Team Meetings	12	12	20				44	\$ 6,720	\$ 1,540							\$ 1,540	\$ 130	\$ 8,390	
Task 1.6 - Project Coordination Meetings		24					24	\$ 3,816	\$ 836							\$ 836	\$ -	\$ 4,652	
Task 1.7 - ODOT Coordination Meetings		16	24				40	\$ 5,568	\$ 836							\$ 836	\$ -	\$ 6,404	
Task 1 Subtotal	48	104	54	0	0	6	212	\$ 33,018	\$ 5,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,632	\$ 194	\$ 38,844	
Task 2 - Survey							0	\$ -								\$ -	\$ -	\$ -	
Task 2.1 - Research, Reconnaissance, Initial Control Survey							0	\$ -		\$ 7,806						\$ 7,806	\$ -	\$ 7,806	
Task 2.2 - Project Survey Control							0	\$ -		\$ 2,732						\$ 2,732	\$ -	\$ 2,732	
Task 2.3 - Right-of-Way Centerline and Boundary Resolution							0	\$ -		\$ 7,194						\$ 7,194	\$ -	\$ 7,194	
Task 2.4 - Record of Survey		4					4	\$ 636		\$ 6,252						\$ 6,252	\$ -	\$ 6,888	
Task 2.5 - Base Map & Digital Terrain Model and Field Topographic Survey		2			4		6	\$ 834		\$ 26,435						\$ 26,435	\$ 72	\$ 27,341	
Task 2 Subtotal	0	6	0	0	4	0	10	\$ 1,470	\$ -	\$ 50,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,420	\$ 72	\$ 51,962	
Task 3 - Environmental Services (RESERVED)							0	\$ -								\$ -	\$ -	\$ -	
Task 3 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 4 - Public Involvement							0	\$ -								\$ -	\$ -	\$ -	
Task 4.1 - Stakeholder Interviews		24	24				48	\$ 6,840	\$ 3,168							\$ 3,168	\$ 194	\$ 10,202	
Task 4.2 - Public Meeting		10	10		4		24	\$ 3,366	\$ 1,232							\$ 1,232	\$ 137	\$ 4,735	
Task 4 Subtotal	0	34	34	0	4	0	72	\$ 10,206	\$ 4,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,400	\$ 331	\$ 14,937	
Task 5 - Utility Coordination							0	\$ -								\$ -	\$ -	\$ -	
Task 5.1 - Utility Impact Assessment		10		80	16		106	\$ 12,134								\$ -	\$ 288	\$ 12,422	
Task 5 Subtotal	0	10	0	80	16	0	106	\$ 12,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 288	\$ 12,422	
Task 6 - Geotechnical/Geological Services (RESERVED)							0	\$ -								\$ -	\$ -	\$ -	
Task 6 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 7 - Hydraulics Design							0	\$ -								\$ -	\$ -	\$ -	
Task 7.1 - DAP Storm Drainage Design	5	20	40	60	40		165	\$ 20,695								\$ -	\$ 720	\$ 21,415	
Task 7 Subtotal	5	20	40	60	40	0	165	\$ 20,695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720	\$ 21,415	
Task 8 - Roadway Design							0	\$ -								\$ -	\$ -	\$ -	
Task 8.1 - Design Criteria	1	4	8	16			29	\$ 3,531	\$ 2,728							\$ 2,728	\$ -	\$ 6,259	
Task 8.2 - DAP Roadway Design	8	20	60	120	120		328	\$ 40,468								\$ -	\$ 3,240	\$ 43,708	
Task 8 Subtotal	9	24	68	136	120	0	357	\$ 43,999	\$ 2,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,728	\$ 3,240	\$ 49,967	
Task 9 - Traffic Engineering							0	\$ -								\$ -	\$ -	\$ -	
Task 9.1 - Traffic Analysis		4					4	\$ 636		\$ 15,677						\$ 15,677	\$ -	\$ 16,313	
Task 9.2 - DAP Traffic Control Plans	2	4	8	24	24		62	\$ 7,666								\$ -	\$ 432	\$ 8,098	
Task 9.3 - Roadway Lighting Analysis and Documentation		6					6	\$ 954		\$ 12,153						\$ 12,153	\$ -	\$ 13,107	
Task 9.4 - DAP Illumination Design		6					6	\$ 954		\$ 6,776						\$ 6,776	\$ -	\$ 7,730	
Task 9.5 - RESERVED							0	\$ -								\$ -	\$ -	\$ -	
Task 9.6 - RESERVED							0	\$ -								\$ -	\$ -	\$ -	
Task 9.7 - Access Management	8	40		72	40		160	\$ 20,680		\$ 3,702				\$ 6,935	\$ 10,637	\$ 979	\$ 32,296		
Task 9 Subtotal	10	60	8	96	64	0	238	\$ 30,890	\$ -	\$ 38,307	\$ -	\$ -	\$ -	\$ 6,935	\$ 45,243	\$ 1,411	\$ 77,544		
Task 10 - Design Acceptance							0	\$ -								\$ -	\$ -	\$ -	
Task 10.1 - Design Acceptance Package (30%)	8	24	60	30			122	\$ 16,084	\$ 968							\$ 968	\$ 65	\$ 17,117	
Task 10 Subtotal	8	24	60	30	0	0	122	\$ 16,084	\$ 968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 968	\$ 65	\$ 17,117	
Task 11 - Landscape Architecture							0	\$ -								\$ -	\$ -	\$ -	
Task 11.1 - DAP Landscape and Streetscape Design		10					10	\$ 1,590	\$ 34,056							\$ 34,056	\$ -	\$ 35,646	
Task 11 Subtotal	0	10	0	0	0	0	10	\$ 1,590	\$ 34,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,056	\$ -	\$ 35,646	
Task 12 - Right of Way							0	\$ -								\$ -	\$ -	\$ -	
Task 12 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 13 - Plans, Specifications and Estimate (PS&E) (RESERVED)							0	\$ -								\$ -	\$ -	\$ -	
Task 13 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 14 - Bidding Assistance (RESERVED)							0	\$ -								\$ -	\$ -	\$ -	
Task 14 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 15 - Construction Phase Services (RESERVED)							0	\$ -								\$ -	\$ -	\$ -	
Task 15 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL - NON-CONTINGENCY TASKS	80	292	264	402	248	6	1292	\$ 170,086	\$ 47,784	\$ 50,420	\$ 38,307	\$ -	\$ -	\$ -	\$ 6,935	\$ 143,446	\$ 6,322	\$ 319,854	

**30 PERCENT DESIGN FOR HWY 101 AND HWY 126 STREETSCLAPING
CITY OF FLORENCE
EXHIBIT B FEE ESTIMATE**

								ESTIMATED FEES										
	Principal Engineer II	Professional Engineer VII	Professional Engineer III	Engineering Designer I	Technician IV	Administrative II	Hours	Labor	Subconsultants						Subconsultant Total	Expenses	Total	
	\$191	\$159	\$126	\$106	\$129	\$85												
Contingency Tasks							0	\$ -							\$ -	\$ -	\$ -	
Task C1.5 - Additional Project Team Meetings (Contingency Task)	12	12	20				44	\$ 6,720	\$ 1,716						\$ 1,716	\$ 130	\$ 8,566	
Task C2.6 - Additional Topographic Survey (Contingency Task)		2			4		6	\$ 834		\$ 14,850					\$ 14,850	\$ 72	\$ 15,756	
Task C5.2 - Utility Undergrounding Coordination (Contingency Task)		10		100	16		126	\$ 14,254							\$ -	\$ 353	\$ 14,607	
Task C7.2 - DAP Stormwater Management Design (Contingency Task)	2	10	20	20	20		72	\$ 9,192							\$ -	\$ 360	\$ 9,552	
Task C7.3 - Stormwater Management Plan (Contingency Task)	2	16	32		8		58	\$ 7,990							\$ -	\$ 144	\$ 8,134	
Task C8.3 - Design Exceptions (Contingency Task)	2	8	16	40			66	\$ 7,910							\$ -	\$ -	\$ 7,910	
Task C12.1 - Right of Way Cost Estimating (Contingency Task)	5	35					40	\$ 6,520					\$ 25,671	\$ 25,671	\$ -	\$ 32,191		
Task C12.2 - Rights of Entry (Contingency Task)		6					6	\$ 954					\$ 4,524	\$ 4,524	\$ -	\$ 5,478		
Task Subtotal	23	99	88	160	48	0	418	\$ 54,374	\$ 1,716	\$ 14,850	\$ -	\$ -	\$ -	\$ -	\$ 30,195	\$ 46,761	\$ 1,058	\$ 102,193
TOTAL - CONTINGENCY TASKS	23	99	88	160	48	0	418	\$ 54,374	\$ 1,716	\$ 14,850	\$ -	\$ -	\$ -	\$ -	\$ 30,195	\$ 46,761	\$ 1,058	\$ 102,193
TOTAL - ALL TASKS	103	391	352	562	296	6	1710	\$ 224,460	\$ 49,500	\$ 65,270	\$ 38,307	\$ -	\$ -	\$ -	\$ 37,130	\$ 190,207	\$ 7,380	\$ 422,047

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City 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.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this 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 the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

**AMENDMENT NO. 1
TO AGREEMENT FOR
ENGINEERING SERVICES FOR
CITY OF FLORENCE
HWY 101 AND HWY 126 STREETSCAPING
LANE COUNTY, OREGON**

THIS AMENDMENT, dated the _____ day of _____, 2017, modifies the agreement and contract made and entered into at Eugene, OR dated June 24, 2016, by and between the City of Florence, hereinafter called the “City,” and MURRAY, SMITH & ASSOCIATES, INC. hereinafter called the “Engineer”, and provides for engineering services for the Hwy 101 and Hwy 126 Streetscaping Project. This amendment is hereby made a part of the above referenced agreement to the same extent as though it was originally included therein.

Project Phasing

The contracted Services will be a phased development as follows:

- Phase I – Design Acceptance
- Phase II – Final Plans, Specifications and Estimate (“PS&E”)
- Phase III – Construction Engineering (“CA/CEI”)

This statement of work (“SOW”) addresses Design Engineering for Phase II of the Project.

General

The original contract addressed the Design Acceptance Phase (DAP) services for the project (approximately 30% design level). This Amendment 1 adjusts the scope and fee to support the PS&E phase of the Project (including Preliminary, Advance and Final design). An amendment to this contract will be required for the CA/CEI phase of the Project.

Consultant Scope of Services

This amendment addresses the additional design services identified in greater detail by the tasks below:

TASK 1 - PROJECT MANAGEMENT

In addition to the project management tasks identified in the original scope of work, perform the following tasks:

1.1 Project Management and Quality Assurance – *Additional Effort*

Budget added to support additional Project Management and Quality Assurance effort. Consultant shall provide project management and quality assurance throughout the extended project duration. (One additional year anticipated.)

1.2 Project Schedule and Progress Reports – *Additional Effort*

Budget is added to support additional consultant effort to update the project schedule and prepare monthly progress reports throughout the extended project duration.

1.3 Kick-off Meeting – *No Change*

1.4 Project Team Meetings – *Additional Effort*

Budget is added to support additional consultant effort to schedule, arrange for, and lead up to four (4) additional Project Team meetings in Florence.

C1.5 Additional Project Team Meetings (Contingency Task) – No Change

1.6 Project Coordination Meetings – *Additional Effort*

Budget is added to support additional consultant effort to conduct internal coordination efforts throughout the extended project duration.

1.7 ODOT Coordination Meetings – *No Change*

TASK 2 SURVEY

2.1 through C2.6 – *No Change*

2.7 R/W Legal Descriptions, R/W Map and Exhibit Maps – *New Task*

Consultant shall provide all labor, equipment, and materials to produce, in Agency standard format, Legal Descriptions, R/W Base Map and Exhibit Maps for proposed acquisition of easements for forty-three (43) properties. Consultant shall also provide Legal Description Exhibit Maps (8-1/2"x11" size) to accompany each of the forty-three (43) legal descriptions. The exhibit maps are intended for use by the R/W agent in negotiations with the property owners. The exhibit maps must provide a graphic representation of the proposed acquisition of easements described by the Legal Description and how that acquisition relates to the remainder of the property and existing improvements on the property.

Consultant shall also attend one (1) meeting with the City of Florence and ODOT prior to the start of document preparation. It is assumed two (2) people from OBEC and one (1) person from MSA will attend the 2-hour meeting in Salem and have 3 hours of travel time.

Deliverables:

- R/W Base map (electronic version)
- Legal descriptions of the proposed acquisition of property and/or easements from all properties
- Exhibit maps

2.8 Staking of Proposed Easements – *New Task*

Consultant shall stake in the field, with lath and/or paint, the location of the existing right of way and the proposed easement lines for forty-three (43) parcels. This work shall be done within seven (7) business days of notification from the City and just prior to the beginning of negotiations with the property owners.

Assumption:

- Up to four (4) separate ten (10) hour trips are assumed to complete the staking.

Deliverables:

- Stakes, lath or flagging on the ground, showing the limits of the existing right of way and proposed easement lines as required.

TASK 3 ENVIRONMENTAL SERVICES

Consultant will complete hazardous materials studies, as described below. All other environmental services will be provided by ODOT.

3.1 Hazardous Materials Corridor Assessment – *New Task*

Consultant shall prepare a Hazardous Materials Corridor Assessment (“HMCA”) which must identify potential sources of contamination that could impact the Project.

Consultant will review sources to obtain information about the site including a current U.S. Geological Survey (USGS) 7.5-minute topographic map, geologic/hydrologic maps and reports, and soil maps.

Historical use information records shall be reviewed with regard to previous land use or other activities that could have led to the presence of hazardous or dangerous materials, including petroleum products, in the environment of the Project Corridor. Potential sources of information include aerial photographs; topographic maps; current and previous owners; abutters; historical societies; libraries; county assessor records; Polk city directories; Metskers, Sanborn, and Kroll maps; and files of Federal, State, and local environmental agencies. The actual sources available for a given study vary and may include other sources, as well as any or all of the above. The sources used shall be referenced in the report along with the name of the person contacted, where appropriate.

Standard Federal, State, and Tribal databases shall be reviewed for the site and nearby properties within the ASTM-recommended search distances.

Federal agency lists to be reviewed include:

- National Priorities List (NPL)
- Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) sites
- Resource Conservation and Recovery Act (RCRA) treatment, storage, and disposal (TSD) facilities
- RCRA Corrective Actions (CORRACTS) for TSD facilities
- RCRA generators
- Emergency Response Notification System (ERNS) sites

State and Tribal lists to be reviewed include:

- Environmental Cleanup Sites Inventory (ECSI)
- Confirmed Release List (CRL) sites
- Voluntary Cleanup Program (VCP) list
- Landfill and/or solid waste disposal sites
- Underground Storage Tank Facilities (UST)
- Leaking underground storage tank (LUST) lists

The NPL, RCRA TSD facilities with CORRACTS, and the Hazardous Sites lists shall be reviewed for sites within a one mile radius of the site. The CERCLIS, RCRA TSD facilities without CORRACTS, ECSI, CRL, VCP, state landfill/solid waste disposal sites, and the LUST lists shall be reviewed for sites within a half mile radius of the Project Corridor. Other lists shall be reviewed for the site and adjoining properties.

Consultant shall conduct a site reconnaissance of the immediate vicinity of the Project Corridor to look for Recognized Environmental Conditions (RECs) on the site and to evaluate the potential for adverse environmental impacts from adjacent land uses. RECs may include, but are not limited to, solid waste disposal, drains, sumps, USTs, aboveground storage tanks (ASTs), drums, spills, stains, and hazardous materials. Consultant shall also look for stressed vegetation, fill, and other indicators of potential contamination. Arrangements shall be made, as required, for access to the property so that the potential impact of such areas can be included in the assessment.

Consultant shall prepare a draft report that includes a brief site history, a summary of the findings, an evaluation of Project Corridor conditions, and Consultant's opinion and conclusions about the conditions observed at the site. The report and opinion shall be based solely on the services described.

Assumptions:

The scope of services described above is not an investigation of subsurface site conditions, nor an evaluation for the presence of wetlands, nor a geotechnical engineering study.

The HMCA will not include:

- Field sampling of soil, water, air or other media.
- Laboratory analysis of any material.
- An inspection for asbestos, lead-based paint, or any other hazardous building material.
- An evaluation for the presence of radon gas.

Deliverables:

- Draft and Final HMCA Report

C3.2 Level 2 Preliminary Site Investigation (Contingency Task) – New Task

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C3.2 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

If approved by the City and if the HMCA Report recommends additional investigation, a Level 2 Preliminary Site Investigation (PSI-2) for the Project Corridor shall be performed to confirm the presence of potential contamination associated with the RECs identified in the HMCA Report.

Based on a cursory review of potential environmental conditions, there appear to be three gas stations that currently have or historically have had underground storage tanks. For budgetary purposes, two samples shall be collected from each of the gas stations. Necessary permits shall be obtained for performing the work. Consultant shall contact the Oregon Utility Notification Center (Dig Safely Oregon) and a private utility locator (Locates Down Under) and request the delineation of utilities in the vicinity of the Subject Property. Consultant shall collect soil samples from up to six locations using a limited-access Geoprobe™ rig to characterize soil conditions. Soils shall be field-screened for staining, sheen, and odor. Based on field-screening evaluation results, soil samples may be collected at 0 to 3 feet below ground surface (bgs), as well as above the soil/groundwater interface or the bottom of the boring, whichever is first encountered. Up to six soil samples may be collected. Groundwater is anticipated to be greater than the total exploration depth of 10 feet bgs. However, if groundwater is encountered, groundwater samples shall be collected from temporary wells installed at each soil boring location. [Temporary wells shall be screened from 5-10 feet bgs. Following collection of the groundwater sample, the wells will be abandoned per OWRD requirements.](#) Samples from all the sample locations shall be submitted to lab for analysis.

In addition, shoulder soil samples, where present, shall be collected in areas adjacent to proposed stormwater planter locations. Consultant shall collect soil samples from up to 12 locations using hand tools to characterize soil conditions. Soils shall be field-screened for staining, sheen, and odor. Soil samples shall be collected at 0 to 18 inches bgs. Samples from all the sample locations shall be submitted to lab for analysis.

No field duplicates or other field quality control samples shall be collected. Rights of entry will be provided under Task C12.2, if required.

A total of up to 18 soil and six groundwater samples may be collected during the field work. The samples shall be submitted under a unique sample designation. All samples shall be handled under proper chain-of-custody protocols and submitted to a certified lab for analysis. Standard analytical turnaround times (10 days) shall be requested. Soil samples shall be analyzed using the following tests:

- Petroleum hydrocarbon identification by NWTPH-HCID
- RCRA 8 metals by EPA Method 6020
- Follow-up analytical may include gasoline-range organics (GRO) by NWTPH-Gx; diesel-range organics (DRO) and residual oil-range organics (RRO) by NWTPH-Dx; benzene, toluene, ethylbenzene, and xylenes (BTEX) by EPA Method 8021 and polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270C-SIM.

Consultant shall prepare a PSI-2 report that describes procedures and findings of the soil sampling and laboratory analyses. At minimum, the report shall provide drawings indicating

the sampling locations relative to site features, describe field methodology, present laboratory analytical results, present conclusions on the presence or absence of contamination, and provide recommendations, if necessary.

Assumptions:

- A maximum of six geoprobe borings can be completed in two field days, and one soil and one groundwater sample will be collected from each location.
- The proposed sampling points will be adequate to characterize the shallow soil.
- Analytical testing will be conducted ESC Lab Sciences with standard 10-day turnaround times for results. This laboratory work is included in the fee estimate.
- Budget assumes 25 percent of the samples collected will require the follow-up analyses described above to better characterize potential hydrocarbon contaminants.

Deliverables:

- Draft and Final PSI-2 Report

TASK 4 PUBLIC INVOLVEMENT

4.1 Stakeholder Interviews – *No Change*

4.2 Public Meeting – *Additional Effort*

The original scope included budget to attend one open house public meeting. Budget is added to attend one additional open house public meeting in Florence to provide Project information and address specific questions and concerns related to the Project. Consultant shall prepare:

- roll maps,
- PowerPoint presentation

City will schedule, organize, coordinate the location, advertise and facilitate the meeting. For budgeting purposes, it is assumed that up to three Consultant or subconsultant staff shall attend the 4-hour public meeting in Florence. It is anticipated that the open house will occur shortly after the DAP submittal.

Deliverables:

- Provide up to one roll map and PowerPoint presentation to be presented at the open house.

TASK 5 UTILITY COORDINATION

5.1 Utility Impact Assessment – *No Change*

C5.2 Utility Undergrounding Coordination – No Change

5.3 Utility Relocations – *New Task*

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating/adjusting utilities to resolve conflicts with the Project design. Affected utilities will be responsible for developing their relocation designs.

Consultant shall complete utility coordination and reporting in accordance with applicable sections of ODOT's RIGHT OF WAY & RAIL/UTILITY COORDINATION, CONSULTANT REQUIREMENTS, March 2003 (R/W Consultant Guide).

Consultant shall:

- Receive, review and provide written comments and approval of each utility's relocation plan. Consultant shall provide up to two (2) design review iterations per utility.
- Produce and send to each utility with conflicting facilities, a formal "Relocation Time Requirements" letter with a copy to the City and ODOT Project Leader.
- No later than eight (8) weeks prior to bid date, produce and provide to ODOT a Utility Certification.
- Review and recommend approval of utility's reimbursement estimate with memo and supporting documentation.

Scope and budget is also added to support utility undergrounding coordination for the preliminary, advance and final design plans. It is assumed this work will generally include coordinating and receiving designs from the utilities, and reviewing them and incorporating them into the project plans. Review will generally be limited to conduit and vault/box quantities and locations. Utilities will be responsible for their own detailed design, including but not limited to wiring, equipment, conduits and boxes necessary for their system as well as providing requirements for service connections from the relocated utilities to the service connection points. Consultant shall provide up to two (2) iterations per utility and incorporate the undergrounding design into each utility's Reviewed Utility Relocation Plans (see Task 5.3). Consultant shall translate the conceptual undergrounding designs for conduit and vaults/boxes into the plans and prepare specifications and estimates under Task 13. Coordination shall also include private power aerial-to-underground meter conversions and support to the City to develop a standard cost-sharing agreement for this work if necessary.

Assumptions:

- Budget is provided for up to fifteen (15) utility conflicts requiring relocation.
- The City will be responsible for developing cost-share agreements with the franchise utilities for utility undergrounding.

Deliverables:

- Letters of approval of each utility's relocation plan to each utility within 10 days of receipt of final relocation plan from utility.
- "Relocation Time Requirements" letters to each utility with Advance (90%) Plans.
- Utility Certification with Final PS&E

- Memo and supporting documents recommending approval of utility's reimbursement estimate within 10 days of receipt of RIF from utility.
- Utility undergrounding plans, specifications and estimates will be included in the deliverables for Tasks 13.

TASK 6 GEOTECHNICAL AND STRUCTURAL SERVICES

Geotechnical investigations and structural design shall be required for the proposed gateway monuments at Quince Street and the gateway structure at Maple Street, as described below. Pavement Design will be provided by ODOT.

6.1 Geotechnical Engineering – *New Task*

6.1.1 Site Reconnaissance and Exploration Field Locates

The Consultant shall visit the site to observe the existing site conditions, including geologic hazards and site access for the field explorations. The proposed geotechnical boring locations shall be marked and referenced to existing structures during this site visit. The Utility Notification Center shall be contacted for utility clearance. Consultant shall prepare drilling subcontracts and coordinate drilling schedules and logistical issues with the subcontractors. The elevations at the ground surface shall be estimated based on topographic maps provided by the design team.

Assumptions:

- Right-of-entry permits for access to the project site to mark the boring locations shall be obtained under Task C12.2, if needed.
- Field Explorations and Testing Work Plan is not required.

Deliverable(s):

- Site reconnaissance results shall be included in the geotechnical engineering report (Task 6.1.5).

6.1.2 Field Explorations

The planned field explorations consist of two geotechnical borings. One boring shall be located in the vicinity of the intersection of OR126 and Quince Street and shall be advanced to a maximum depth of 40 feet below ground surface. One boring shall be located in the vicinity of the intersection of US101 and Maple Street and shall be advanced to a maximum depth of 70 feet. Both borings shall be located in parking lot in the private properties and traffic control is not required.

The borings shall be advanced with a truck-mounted drill rig. Soils shall be drilled/sampled by mud rotary techniques. Groundwater levels shall be recorded if encountered. When complete, the boring shall be fully backfilled in accordance with Oregon Department of Water Resources regulations.

Standard Penetration Test (SPT) sampling shall be performed in the soil and accomplished at 2.5 foot intervals in the upper 10 feet of the soil and at 5-foot intervals thereafter. Soil samples shall be transported to the laboratory for further evaluation and testing.

A Consultant staff geologist or staff engineer shall observe the borings, maintain a field log of the conditions and materials encountered, and obtain samples for laboratory testing. Draft exploration logs shall be made available to the design team as preliminary information and shall be finalized after laboratory testing is completed.

Assumptions:

- Traffic control is not required.
- The Utility Notification Center (One-Call) shall be used to clear the boring locations.
- A private utility locator will be subcontracted to clear the boring locations in private properties.
- The field explorations shall be performed during the day between 8 am and 6 pm Monday through Friday.
- Drill cuttings, including soils and water, will not be contaminated, and drill cuttings shall be drummed and disposed of off-site.
- All borings through pavement shall be patched with cold patch asphalt emulsion, or quickset Portland Cement Concrete, as appropriate.
- The planned explorations do not include an environmental site assessment, and the site is assumed to be “clean” regarding hazardous or contaminated materials. Therefore, no additional environmental drilling procedures are scoped in this proposal.

Deliverable(s):

- Exploration boring logs shall be included in the geotechnical engineering report (Task 6.1.5).

6.1.3 Laboratory Testing

Laboratory testing shall be conducted to provide data on the physical characteristics and identification of subsurface materials. The testing shall include standard soil classification tests such as natural water contents, visual manual classifications, Atterberg limit tests, and particle size analyses. The laboratory classification tests shall be used to confirm soil descriptions for preparation of the final computer-generated boring logs (gINT logs).

Deliverable(s):

- Laboratory test results shall be included in the geotechnical engineering report (Task 6.1.5).

6.1.4 Engineering Analysis and Recommendations

The geotechnical engineering analyses shall be performed in accordance with ODOT 2016 GDM and address the following:

- Develop subsurface characterization at the completed boring locations.

- Perform site-specific seismic hazard evaluations for gateway structure in accordance with OSSC 2014, including the following items:
 - Provide seismic design category and soil seismic profile and parameters in accordance with International Building Code (IBC) 2015 and OSSC 2014.
 - Evaluate seismic hazards, including liquefaction potential, settlement, lateral spreading, and slope instability.
 - Provide conceptual discussions of mitigation alternatives for seismic hazards if needed.
- Discuss the potential adverse impacts of seismic hazards to gateway structure.
- Provide design recommendations for shallow spread footings including footing embedment, allowable bearing resistance, estimation of settlement, sliding coefficient, and passive resistance.
- Evaluate subgrade and provide subgrade stabilization, if needed.
- Provide earthwork recommendations.

Assumptions:

- Mitigation design for liquefaction is not included.

Deliverable(s):

- Results of engineering analysis and recommendations shall be included in the geotechnical engineering report (Task 6.1.5).

6.1.5 Geotechnical Engineering Report

A report shall be prepared presenting the results of the various data collections and office studies, and will include our recommendations and conclusions. An electronic copy (PDF) of the draft report shall be prepared and submitted to the City and ODOT for review. Two Foundation Data Sheets (FDS) will be prepared for the obelisk monuments structure and gateway structure.

Assumptions:

- A geologic profile shall not be developed.

Deliverable(s):

- One electronic version (PDF) of a draft and final report.
- Two Foundation Data Sheets

6.2 Structural Engineering – *New Task*

Consultant shall provide structural evaluation and design services related to the design of the following two project elements:

- Two (2) Obelisk Monuments
- Gateway Structure

Scope of structural services includes the follow:

- Review of 30% conceptual design
- Generation of a Feasibility/Alternative Analysis to review type, size, and cost for each feature
- Generation of 60% review documents for the proposed structures (including drawings, specifications, and a construction cost estimate)
- Generation of 90% review documents for the proposed structures (including drawings, specifications, and a construction cost estimate)
- Final Design of the proposed structures
- Generation of 100% Structural drawings signed by an Oregon licensed Professional Engineer
- Generation of Structural Calculations for submittal and permitting signed by an Oregon licensed Professional Engineer

Assumptions:

- It is assumed that there will be no adverse geotechnical conditions that would require deep foundations and that shallow spread footings will be adequate.

Deliverable(s):

- Feasibility/Alternatives Analysis memo
- Structural plans, specifications and estimates will be in will be incorporated into the 60%, 90% and Final submittals in Task 13
- Signed and stamped structural calculations

TASK 7 HYDRAULICS DESIGN

7.1 DAP Storm Drainage Design – No Change

C7.2 DAP Stormwater Management Design (Contingency Task) – Delete Unused Task

C7.3 Stormwater Management Plan (Contingency Task) – Delete Unused Task

7.4 Preliminary, Advance and Final Storm Drainage Design – New Task

Consultant shall develop 60%, 90% and Final designs for new inlets, storm drainage piping, and rainwater planters. Consultant shall prepare plans, profiles and details for the proposed storm drainage. Additionally, consultant shall prepare cost estimates and specifications for the drainage elements.

Consultant shall prepare standard Stormwater Design Documentation package that documents hydraulic design and engineering. Consultant shall use Section 4.6.3 of ODOT’s 2011 Hydraulics Manual as a basis for the documentation. Stormwater Design Documentation package shall include a brief stormwater design memo summarizing the documentation.

Consultant shall develop a facility maintenance and operation Manual for the Project Stormwater facilities. The manual shall be developed using ODOT templates referenced in the 2011 ODOT Hydraulics Manual.

Assumptions:

- No modifications to the storm main along US101 or OR126 are included. If modifications/replacement of the storm main are required, the work will be added by an amendment.

Deliverables:

- Drainage sheets, specifications and associated estimates shall be incorporated into the 60%, 90% and Final submittals in Task 13.
- Draft Stormwater Design Documentation package, memo and O&M manual to be submitted with Advance Plans. Final to be submitted with Final Plans.

TASK 8 ROADWAY DESIGN

8.1 through C8.3 – No Change

8.4 Preliminary, Advance and Final Roadway Design – New Task

Consultant shall develop 60%, 90% and Final designs for roadway elements, including curb, sidewalk, ADA and driveway improvements. Designs shall be based on the DAP (30%) plans, updated to incorporate City and ODOT review comments for each deliverable.

This task shall include detailed roadway modelling using Bentley InRoads software and preparation of ADA ramp grading details for each proposed ramp for the project. Consultant shall coordinate with ODOT to match the proposed roadway grades developed by ODOT for the paving on US101.

Consultant shall prepare plans, profiles and details for the proposed roadway elements. Additionally, consultant shall prepare cost estimates and specifications for the roadway elements.

Deliverables:

- Roadway sheets, specifications and associated estimates will be incorporated into the 60%, 90% and Final submittals in Task 13.

TASK 9 TRAFFIC ENGINEERING

9.1 through 9.4 – No Change

9.5 Preliminary, Advance and Final Signing Design – New Task

Consultant shall prepare 60%, 90% and Final plans, specifications and construction cost estimates to modify or replace permanent signage along the project corridor as a result of the sidewalk improvements. The following plan sheets shall be prepared:

- Permanent signing plans
- Permanent signing details
- Sign and post data table

Deliverables:

- Permanent signing sheets, specifications and associated estimates will be incorporated into the 60%, 90% and Final submittals in Task 13.

9.6 Striping Design (RESERVED) – Permanent Striping design to be completed by ODOT during Preliminary, Advance and Final Design phase.

9.7 Access Management – *No Change*

9.8 Preliminary, Advance and Final Traffic Control Plans – *New Task*

Consultant shall prepare and submit preliminary, advance and final TCPs, specifications and estimates for the Project based on the work zone analysis prepared in Task 9.1. Consultant shall develop plans to the level required to detail traffic control staging sequencing and provide cost estimates for temporary traffic control. ODOT standard plans shall be referenced where possible.

Consultant’s TCP’s must indicate such elements as traffic control sequencing, work zone limits, transitions, traffic control devices, advance signing and cross sections (where applicable). Details shall be developed for temporary pedestrian routing and ADA ramp sequencing as required for the ramp construction.

Consultant shall prepare a Project Mobility Considerations Checklist, Work Zone Decision Tree and Transportation Management Plan (TMP) for the project in accordance with the ODOT Mobility Procedures Manual. It is assumed that no meeting with ODOT Motor Carrier Transportation Division (MCTD) and industry stakeholders will be required.

Deliverables:

- Traffic Control Plan sheets, specifications and associated estimates shall be incorporated into the 60%, 90% and Final submittals in Task 13.
- Draft Project Mobility Considerations Checklist, Work Zone Decision Tree and TMP to be submitted with the 60% submittal and updated at the 90% submittal.
- Final Project Mobility Considerations Checklist, Work Zone Decision Tree and TMP to be submitted with the Final PS&E submittal.

9.9 Preliminary, Advance and Final Illumination Design – *New Task*

Consultant shall develop 60%, 90% and Final illumination designs along US101 between OR126 and Old Town Way. Design shall be based on the DAP design developed under the original scope, updated to incorporate City and ODOT review comments for each deliverable. Consultant shall:

- Coordinate with ODOT, City, and the project team to verify the placement of light poles and the need for breakaway poles.
- Coordinate with the City and project team the location of a new light pole in the northwest corner of the Hwy 101/Rhododendron intersection. The proposed location may require the removal of an existing tree that is within an existing planter.
- Coordinate with the power company and the City to verify the power source.
- Develop up to eight (8) street lighting plan sheets at a 1" = 40' scale (half-size) for the installation of new street lights along Highway 101 for 60%, 90%, and 100% design submittals.
- Develop up to three (3) associated detail sheets for the illumination plan.
- Develop a detailed construction cost estimate for final bid documents at 60%, 90%, and 100% design levels.
- Develop technical specifications for final bid documents for the 90% and 100% design submittals.

Deliverables:

- Illumination sheets, specifications and associated estimates shall be incorporated into the 60%, 90% and Final submittals in Task 13.

9.10 Preliminary, Advance and Final Signal Design – *New Task*

Consultant shall develop 60%, 90% and Final traffic signal designs for the US101/OR126 intersection and the US101/Rhododendron Drive intersection. Consultant shall:

- Coordinate with ODOT the location of any new junction boxes associated with the replacement of loop detectors. It is assumed that ODOT will lead the design and prepare the detector modification.
- Develop up to four (4) signal modification plan sheets at a 1" = 20' scale (half-size) for the installation of new pedestrian signal equipment and the replacement of existing signal junction boxes at the US101/OR126 intersection and the US101/Rhododendron Drive intersection for 60%, 90%, and 100% design submittals. It is assumed that the existing detector conduit at the intersections can be used to accommodate any new wiring associated with the installation of new pedestrian signal equipment.
- Develop up to four (4) associated detail sheets for the signal modification plans.
- Develop a detailed construction cost estimate for final bid documents at 60%, 90%, and 100% design levels.
- Develop technical specifications for final bid documents for the 90% and 100% design submittals.

Additionally, consultant shall obtain as-built plans for the existing RRFBs located midblock between 7th Street and 8th Street, and at 2nd Street and perform an assessment of the existing RRFBs to identify whether adjustments are needed due to the change in grade of the roadway to meet ODOT's requirements as defined for this project for push button heights and reach. If necessary, adjustments to height and reach shall be noted on ADA ramp detail sheets. It is assumed that more significant modifications to the RRFBs are not required.

Deliverables:

- Traffic signal sheets, specifications and associated estimates shall be incorporated into the 60%, 90% and Final submittals in Task 13.

C9.11 Additional Roadway Lighting Analysis (Contingency Task) – New Task

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C9.11 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

If requested by City, consultant shall perform additional roadway lighting analysis, including:

- Coordinate with the City and project team to identify one (1) additional street light option.
- Conduct up to two (2) photometric analyses of the one additional street light option to determine a conceptual-level street light pole layout along US101 between Old Town Way and OR126.
- Prepare a preliminary cost estimate for the one additional street light option.

Deliverables:

- Photometric analyses and preliminary cost estimate for one additional street light option

TASK 10 DESIGN ACCEPTANCE**10.1 Design Acceptance Package (30%) – No Change****TASK 11 LANDSCAPE ARCHITECTURE****11.1 DAP Landscape and Streetscape Design – No Change****11.2 Preliminary, Advance and Final Landscape and Streetscape Design – New Task**

Consultant shall develop 60%, 90% and Final designs for landscape and pedestrian hardscape/streetscape designs elements. Design shall be based on the DAP design developed under the original scope as well as the conceptual design presented in the Final Corridor Concepts and Master Plan Approach, updated to incorporate City and ODOT review comments for each deliverable. Consultant shall also coordinate with the City and other stakeholders (FURA, public art commission, etc.) for the selection of specific site furnishings as well as feedback on the gateway design elements.

Pedestrian hardscape design shall include sidewalks, plazas, bench pads, art niches, jointing, gateway design and other elements. Landscape design shall include planting areas and plant schedules. Irrigation plans and details shall be developed. Plan sheet enlargements shall be developed for key intersections. Additionally, consultant shall prepare cost estimates and specifications for landscape, streetscape and irrigation.

Deliverables:

- Streetscape, landscape and irrigation sheets, specifications and associated estimates will be incorporated into the 60%, 90% and Final submittals in Task 13.

TASK 12 RIGHT-OF-WAY

Consultant shall perform right-of-way services as described below. For budgeting purposes, it is assumed that:

- Legal Descriptions and Preliminary Title Reports shall be prepared and obtained in Task 2.7 above.
- There are no Residential or Non-Residential relocations. Relocation activities, if any, include Personal Property relocation only.
- There are two potential Minimum Payment Offer files that have been identified pending ODOT approval and 33 files that will require appraisal and review services.
- City is estimating that approximately 35 separate right-of-way parcels are required for the project.
- Rights of Entry, if needed, shall be obtained in Task 12.2.
- Escrow services and title insurance are necessary for Permanent acquisitions only. Budget assumes that there are 7 permanent easements.
- Temporary Construction Easements shall not be recorded.
- Consultant shall provide right-of way acquisition agent(s) experienced with implementing the regulations in the Uniform Act to represent the City to the property owners, prepare offer letters, and negotiate right-of-way acquisition.
- Right-of-way agent(s) shall possess the ability to notarize documents in the field.
- ODOT RITS will not be used for the right-of-way acquisitions.

C12.1 Right of Way Cost Estimating (Contingency Task) – No Change***C12.2 Rights of Entry (Contingency Task) – No Change*****12.3 Preliminary Activities/Donation Requests/Minimum Payment Offers – New Task**

Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the parcel(s) to be purchased) to all owners and occupants of affected properties. Consultant shall send GIN via certified mail with proof of delivery kept in the parcel file.

Consultant shall attempt to arrange pre-negotiation contacts with property owners and identify property and Project issues by providing the following services for each file:

- Contact property owners to provide general information about the Project and attempt to obtain donation of property rights to construct public improvement Project. If property owners are considering a donation, then Consultant shall inform them in writing of their

right to just compensation; such property owners may elect to donate by signing a waiver of their rights.

- Provide written Donation Report or outcome of property owner meetings, if property owner is unwilling to donate.
- For each property that is donated, Consultant shall prepare a closing packet to include the executed Donation Request Acknowledgement and Conveyance Document, original recorded documents and title insurance policy.
- Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

For up to two (2) files where approval has been given to use the process outlined in ROW Bulletin RW15-02(B), Consultant shall:

- Prepare a minimum payment offer letter and associated proposed agreement documents. The minimum payment offer letter must follow the template provided by ODOT. The proposed agreement documents must include information detailing the terms of the temporary easement and a sketch indicating the limits of the temporary easement. Consultant shall deliver the minimum payment offer letters and associated proposed agreement documents to all owners via certified mail with proof of delivery kept in the parcel file.
- Arrange negotiation contacts with property owners and identify property and Project issues by providing the following services for each file:
 - Contact property owners to provide general information about the Project and answer any questions related to the minimum payment offer terms.
 - If property owners are willing to accept the minimum payment offer, Consultant shall ensure the signed agreement documents are sent to the City and ODOT for final approval and payment.
 - IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER with a justification letter and owner supplied supporting documentation to City and ODOT for approval. If accepted, see proceeding bullet.
 - IF an acceptable agreement is not reached, Consultant shall document this decision in the file and notify City and ODOT that the standard ROW acquisition process must be used.

Deliverables:

- GINs, 1 hard copy to each property owner and 1 electronic copy each to City and ODOT within twenty (20) business days following NTP for the ROW acquisition phase.
- Written Donation Report or outcome of initial contact with property owner, 1 electronic copy each to City and ODOT within twelve (12) weeks of NTP for the ROW acquisition phase.
- Closing Packet (Executed Donation Request Acknowledgment and Conveyance Documents), Original Recorded Documents and title insurance policy for any permanent

ROW acquired through donation, 1 hard copy to City and ODOT no later than fourteen (14) weeks prior to bid date.

- Minimum payment offer letters and associated proposed agreement documents, 1 hard copy to each property owner and 1 electronic copy to City and ODOT within 2 weeks following NTP from Agency allowing ROW offers to be made to property owners.
- If applicable, proposed counter offers to minimum payment offer(s) with justification information to ODOT Region ROW Liaison and City PM within three (3) business days of receipt.
- If applicable, notification to ODOT Region ROW Liaison and City PM if minimum payment offer(s) are not accepted, within three (3) business days of communication from property owner.

12.4 Appraisal and Appraisal Review – *New Task*

Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and are on ODOT’s Qualified Appraisers List.

Consultant shall provide one real estate appraisal for each property or properties which constitute the “larger parcel” as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the ODOT Region Right of Way Manager or designee.

All real estate appraisals provided by the Consultant shall be prepared using forms or formats of, or approved by, ODOT’s ROW Section. The types of appraisal reports shall fall into the following categories:

- Abbreviated or short form (taking and damages) appraisals for simple takings.
- Detailed (before/after) appraisals for complex takings.

Consultant shall prepare all reports and estimates necessary to value specialty items to be acquired or to support cost-to-cure estimates.

Consultant shall provide not fewer than 15 days’ written notice to owners of the planned appraisal inspections. The property owner and designated representative, if any, shall be invited to accompany the appraiser on any inspection of the property for appraisal purposes. Consultant shall send this notice via certified mail with proof of delivery and kept in the parcel file.

Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property.

Consultant shall perform independent reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to City and ODOT for final approval.

City will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

Deliverables:

- 15-Day Notice of Appraisal Inspection to each property owner and electronic copy with Certified Mail Receipt to ODOT Region ROW Liaison and City PM.
- Report of Personal Interview to ODOT Region ROW Liaison and City PM within three (3) business days of request.
- Appraisal and Appraisal Review in electronic format for each file to ODOT Region ROW Liaison and City PM.

12.5 Acquisition Services – *New Task*

All right of way shall be acquired in the name of City. Consultant shall conduct negotiations, on behalf of the City, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review.

Consultant shall be responsible for working with the title company to clear title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall present any requests for taking title subject to one or more outstanding interests to the City and ODOT for approval. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultants shall prepare and present to City the draft Offer Packets. All offers will be made on City letterhead, will include City contact information, and will be signed by City. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, conveyance documents and exhibits (to be approved by the City's legal department), copy of appraisal, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged).

If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other

coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall obtain escrow services from a local title company for permanent acquisitions and coordinate closing transactions between the title company and the City. Consultant shall forward all signed Temporary Construction Easements to the City for processing.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification letter and owner supplied supporting documentation to City and ODOT for approval. If accepted, see above.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall continue documenting the Report of Personal Interview for each file. The Report of Personal Interview must include contact with property owners, owner's attorneys and occupants; efforts to achieve amicable settlements; owners' suggestions for changes in plans; responses to owners' counterproposals etc.

Deliverables:

- Draft Offer Packet for review for each file.
- Final Offer Packet for review and signature to City PM.
- Final Offer Packet sent certified mail or delivered in person for each file.
- Final Report Packet (see Appendix A, Contractor Services Guide) for each file for payment, conveyance of title and recording to ODOT Region ROW Liaison and City PM.
- If applicable, proposed counter offers with justification information to ODOT Region ROW Liaison and City PM.
- If applicable, Recommendation for Condemnation to ODOT Region ROW Liaison and City PM.
- Report of Personal Interview to ODOT Region ROW Liaison and City PM within three (3) business days of request.

C.12.6 Relocation (Contingency Task) – New Task

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C12.6 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

If needed for Personal Property relocations, Consultant shall:

- Submit a written Relocation Plan demonstrating best estimates of time to ensure the orderly relocation of residents in accordance with special needs, legal requirements and time frames which may not be violated.
- Conduct occupant interviews, provide relocation advisory assistance and determine relocation benefits (replacement housing for residential occupants).

- Prepare all relocation reports, studies and claims using Agency forms/formats and submit to Agency for review and approval.
- Support and assist City or County with relocation appeals.
- Submit a completed Relocation Closing Report.
- Prepare and independently review for accuracy and compliance, all relocation reports, studies and claims using
- Use ODOT forms/formats and submit claims to City for payment.

Assumptions:

- Up to eight (8) relocations are assumed

Deliverables:

- One (1) electronic copy of Relocation Plan in PDF format.
- One (1) hard copy of Relocation Closing Report.

C.12.7 Condemnation Process Assistance (Contingency Task) – New Task

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C12.7 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

After good faith effort has been made to acquire ROW at the City’s determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- With City and ODOT authorization, send Final Offer letter to the property owner in accordance with the ROW Manual.
- Provide information and clarification to City and ODOT in support of mediation and condemnation proceedings, and assist property owner with any relocation according to the Consultant Services Guide.

Assumptions:

- Up to twelve (12) condemnations are assumed
- City will initiate Condemnation proceedings.

Deliverables:

- Final Offer letter to property owner (s), with a copy to ODOT and City.

C.12.8 Additional Appraisal and Appraisal Review Coordination (Contingency Task) – New Task

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C12.8 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

In addition to the files in task 12.4, Consultant shall perform appraisal and appraisal review services for up to two (2) additional files. City’s authorization for this contingency task will

indicate the actual number of additional files requiring these services. Consultant shall follow the process outlined in task 12.2 for each file authorized.

Deliverables:

- Consultant shall provide the same deliverables listed in task 12.2 for each file authorized.

TASK 13 PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

13.1 Preliminary (60%) Design Submittal – *New Task*

The 60% design submittal shall be advanced from the 30% submittal (incorporating City and ODOT review comments). Construction plans shall include details for work shown on plan sheets. Consultant shall develop a list of the required special provisions using the latest ODOT boiler plate special provisions that supplement *the 2015 Oregon Standard Specifications for Construction*. Consultant shall develop a preliminary construction schedule. Consultant shall prepare a construction cost Estimate using ODOT’s bid item list.

Consultant shall complete the Preliminary Plans in conformance with the ODOT’s *2016 Contract Plans Manual*. The Preliminary plans are anticipated to include the following sheets:

- Title sheet, index and sheet layout sheets.
- General construction plans.
- Drainage plans and profiles.
- Traffic signal modification plans.
- Street/pedestrian lighting plans.
- Permanent signing plans.
- Erosion and sediment control plans.
- Traffic control plans.
- Structural plans and details for monuments and gateways.
- Streetscape and landscape plans.
- Necessary detail sheets required to construct the project.

Following the completion of the preliminary plans, meet with the City and ODOT (per task 1.4) to review the design and respond to comments.

Assumption(s):

- Complete Special Provisions shall not be developed with this task. Deliverable shall be a list of the required special provisions only.

Deliverables:

- Preliminary plans, estimate and list of required specifications (PDF only)
- Preliminary construction schedule
- Written responses to review comments

13.2 Advance (90%) Design Submittal – *New Task*

The 90% design submittal shall be advanced from the 60% submittal (incorporating City and ODOT review comments). The Advance Plans must include all of the plan sheets that are required to be in the construction bid package and be of sufficient detail to enable an independent quantity check if desired. Consultant shall prepare Advance Special Provisions using the latest ODOT boiler plate special provisions that supplement *the 2015 Oregon Standard Specifications for Construction* (Oregon Department of Transportation/APWA). and submit them with the Advance Plans set. The Advance Special Provisions must be essentially complete for construction bidding and must contain all of the required sections to describe the work. Consultant shall prepare a construction cost Estimate in ODOT format using ODOT's bid list. Consultant shall complete and submit the Class of Work sheet, Fuel Escalation worksheet, and Steel Escalation worksheet with Advance plans.

Following the completion of the Advance plans, meet with the City and ODOT (per task 1.4) to review the design and respond to comments.

Deliverables:

- Advance plans, specifications and estimate (PDF only)
- Advance construction schedule
- Class of Work sheet, Fuel Escalation worksheet, and Steel Escalation worksheet
- Written responses to review comments

13.3 Final Design Submittal – New Task

Consultant shall develop the Final plans, specifications and estimate (PS&E) from the Advance Plans prepared under Task 13.2. Consultant shall make modifications to the plans, specifications, estimate and schedule to address Advance Plan review comments received from the City and ODOT.

The final PS&E submittal must be in conformance with ODOT's *2016 Contract Plans Manual* and current version of ODOT's *Final PS&E Delivery Manual*.

Consultant shall ensure that the plan sheets and the specifications are stamped and signed by Consultant's appropriate Professional Engineer. Consultant shall prepare the final PS&E estimate and a construction schedule that must serve as a basis for allowable contract time. The final estimate shall be in ODOT's Trns*port Estimator format.

Two weeks prior to the Final PS&E date, Consultant shall deliver the final documents in a camera-ready format to the ODOT Project Leader for Region 2 review. Consultant shall make revisions based on comments received and submit the final documents to the ODOT Project Leader for delivery to the ODOT Office of Project Letting.

Assumption(s):

- The project will be advertised and bid through ODOT's Office of Project Letting.

Deliverable(s):

- Final Plans; one (1) Mylar set and one (1) paper set of 11" x 17".

- Special provision and specifications in Microsoft Word format; one (1) hardcopy and one (1) electronic set
- Construction cost estimate in Estimator format (.pdf, .est and .dat)
- Construction schedule
- Class of Work sheet, Fuel Escalation worksheet, and Steel Escalation worksheet
- Utility Certification (prepared under Task 5.3)
- R/W Certification (prepared under Task 12)
- Final PS&E Checklist

TASK 14 BIDDING ASSISTANCE

14.1 Questions During Bidding – *New Task*

Consultant’s Project Manager, or designee(s) approved by ODOT and the City, shall serve as the point of contact for construction contractors (“CC”) and suppliers with questions regarding the bid documents and bid process.

Consultant’s designated point of contact shall respond to questions from CC and suppliers.

Consultant shall ensure that all responses are consistent with one another.

Consultant shall prepare a document that includes all questions asked by CC and suppliers and the written responses provided to those questions.

During the bidding process Consultant shall manage the communications with CC and suppliers in a manner that assures that no CC or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage.

Consultant shall summarize all conversations with CC and suppliers in a written document. Consultant shall deliver the summary of conversations document to the City and ODOT within twenty-four (24) hours of the close of the bidding period.

Consultant shall perform these services in accordance with ODOT procurement policies and procedures, administrative rules and statutes.

Deliverable(s):

- Written log of conversations, questions and answers.
- Summary of communications.

C14.2 Addenda to the Bid Documents (Contingency Task) – New Task

This task identifies specific deliverables that the City at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C14.2 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the City.

Consultant shall prepare minor bid addenda (up to three addenda) to provide interpretation of construction documents.

Consultant shall prepare addenda in accordance with ODOT procurement policies and procedures, administrative rules and statutes.

Consultant shall complete the work according to the deadlines shown in the ODOT's Bid Addendum Policy.

Consultant shall complete the addendum within five (5) calendar days from NTP unless a different timeframe is agreed upon and stated in the NTP.

Consultant shall prepare and deliver the addenda text in a Microsoft Word file.

Consultant shall prepare and deliver drawings as stamped 11" x 17" Mylar plans (22"x34" for bridge plans).

Consultant shall coordinate reviews of addenda by ODOT and the City prior to submittal to ODOT Office of Project Letting.

Note: ODOT will issue and distribute all addenda.

Deliverable(s):

- Bid document addenda; stamped Mylar drawings; special provision revisions.

TASK 15 CONSTRUCTION PHASE SERVICES (RESERVED)

Task to be added by amendment and completed during the Construction phase of the project.

PAYMENT

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10% fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2017 to December 31, 2017. After this period, the rates are subject to adjustment.

Principal Engineer VI	\$233.00
Principal Engineer V	225.00
Principal Engineer IV	216.00

Principal Engineer III	207.00
Principal Engineer II	199.00
Principal Engineer I	191.00
Professional Engineer IX	183.00
Professional Engineer VIII	174.00
Professional Engineer VII	165.00
Professional Engineer VI	157.00
Professional Engineer V	148.00
Professional Engineer IV	139.00
Engineering Designer IV	139.00
Professional Engineer III	135.00
Engineering Designer III	135.00
Engineering Designer II	124.00
Engineering Designer I	114.00
Technician IV	134.00
Technician III	120.00
Technician II	104.00
Technician I	88.00
Administrative III	95.00
Administrative II	88.00
Administrative I	77.00

Project Expenses:

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside Services:

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent to cover administration and overhead.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate by their respective authorized officers or representatives.

City of Florence

By: _____
Erin Reynolds, City Manager

MURRAY, SMITH & ASSOCIATES, INC.

By: _____
Bill Hollings, Principal Engineer



Public Art Committee

Public Art Committee Updates for FURA Meeting

January 25th 6pm

The Public Art Committee has successfully moved forward on the development of a more efficient strategy to implement projects in general, and there are a total of 5 projects currently targeted for completion by the end of this year.

Project Implementation Strategy:

1. Specifically we have identified definitive timelines for each project (refer attached handout); and,
2. Each project has been assigned a sub-committee that will be responsible for background research and call to artist criteria determined by the unique characteristics of individual projects.

Art Donor Program:

The Committee has developed a plan to receive art donations for the City. With approval from the City Attorney, a template has been established for contracts, and contracts are out for signature to three donors.

Minimum of 5 Projects targeted for completion this year.

1. Trash Cans and Transit Stops Beautification Project:

a. Trash & Utility Boxes

Community/Tourism value: High visual impact, local community participation, low cost

Beautification of trash cans will commence as soon as the City acquires new trash cans. This project is designed to stimulate community involvement in the beautification process. Utility boxes will not be included in this project until further notice based on input from PUD which deemed the boxes a potential hazard for local artists and community participation.

b. Bus Stop Beautification

Community/Tourism value: High visual impact, Regional involvement, moderate cost

The Public Art Committee is currently in consultation for compliance with Chief of Police Turner and the Transit Advisory Committee to address public safety. The Sub-Committee is conducting a regional cost analysis and developing criteria for a Call to Artists.

2. Highway 101 & Hwy 126 Intersection Mural [back of the PUD building]

Community/Tourism value: Very high visual impact, national participation, moderate cost

PUD has agreed in principle and we're awaiting a letter of confirmation from the Board. The Sub-Committee is clarifying criteria for a Call to Artist.



Public Art Committee

Page 2

3. **Siuslaw Bridge Steps**

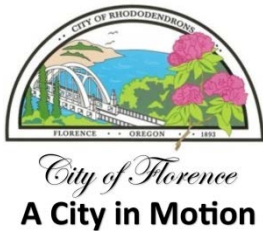
Community/Tourism value: A “Wow” visual impact, high potential community participation, moderate cost

The Sub-Committee has been working with ODOT and is in the process of finalizing an agreement to begin the project.

4. **Implementing Gallery Rental Program, called “Art Exposed”:**

Community/Tourism value: High visual impact, regional involvement, low cost

The Sub-Committee will soon be implement a Call to Artist region wide for this project.



City of Florence

2017 Public Art Committee Work Plan

Last Update – January 10, 2017

Public Art Committee (PAC) Overview:

The City of Florence PAC was established in July 2015 in order to serve as the City’s primary committee tasked with actively developing a Public Art Program and Policy for the City of Florence. The Committee’s duties include...

- Establish and maintain a city art collection
- Develop a map / list of desired projects for future accessions
- Prepare for and secure funding for additional art works
- Consider projects by private developers and citizens that would result in public art

Public Art Committee Members		
Harlen Springer, Chairperson	Susan Tive, Vice-Chairperson	SK Lindsey, Member
Jo Beaudreau, Member	Ron Hildenbrand, Member	Jennifer French, Member
Jayne Smoley, Member	Joshua Greene, Council President Ex-Officio Member	Kelli Weese, CR / Eco. Devo. Coord. Ex-Officio Member

Completion Timeline Overview:

With the completion of the adoption of public art policies and development of funding from the Florence Urban Renewal Agency, the public art committee has three tasks planned for the 2017 Calendar year, those being to begin implementing public art programs, amend the mural code, and establish a public art strategy.

Step Overview in Work Plan Document	
First Year Public Art Programs	Pages 2 to 4
Further Project Funding, Marketing & Other Recurring Projects	Page 5
Mural Code Amendments	Page 5
Establishment of Public Art Master Plan and Follow Up Policies	Page 6
Overall Timeline Chart	Page 7
Other Regional Art Related Economic Development Initiatives & Future Projects	Pages 8 to 9

Process for First Year Public Art Projects

Trash Cans & Transit Stops Beatification Project

Project Lead and/or Sub-Committee Members – Ron Hildenbrand & Jennifer French

Preliminary Budget Estimates	
Artist Stipends & Supplies	\$6,000
Locations Preparation & Maintenance	\$3,000
TOTAL	\$9,000

1. Complete process for accessioning artwork (PA Policy Section 3.4)
 - a. Identify the goals of the project
 - b. Inventory potential sites
 - c. Prepare estimate of total project budget
 - d. Coordinate with entities responsible for art locations (Central Lincoln PUD, Port of Siuslaw, Adjacent Private Businesses, City of Florence Transit, Public Works) & establish agreements if necessary
 - e. Coordinate with Schools / Boys and Girls Club
 - f. Establish selection process that addresses the project (PA Policy Section 3.3)
 - g. Confirm total project budget available for services, artwork & installation costs
 - h. Select an artist and/or art purchase

Hwy 101 & Hwy 126 Intersection Mural

Project Lead and/or Sub-Committee Members – Joshua Greene & SK Lindsey

Preliminary Budget Estimates		
Mural	Artist Stipend	\$40,000
	Installation, Landscaping, Lighting, Maintenance etc.	\$7,000
	TOTAL	\$47,000

1. Complete process for accessioning artwork (PA Policy Section 3.4)
 - a. Identify the goals of the project
 - b. Inventory site
 - c. Prepare estimate of total project budget
 - d. Coordinate with entities responsible for art location (Central Lincoln PUD & Florence Public Works) & establish agreements if necessary
 - e. Establish selection process that addresses the project (PA Policy Section 3.3)
 - f. Confirm total project budget available for services, artwork & installation costs
 - g. Select an artist and/or art purchase

Siuslaw Bridge Steps

Project Lead and/or Sub-Committee Members – Susan Tive

Preliminary Budget Estimates	
Artist Stipend & Materials	\$30,000
Installation, Landscaping, Lighting & Maintenance	\$7,000
TOTAL	\$37,000

- a. Complete process for accessioning artwork (PA Policy Section 3.4)
 - i. Identify the goals of the project
 - ii. Inventory site
 - iii. Prepare estimate of total project budget
 - iv. Coordinate with entities responsible for art location (Oregon Department of Transportation & Florence Public Works) & establish agreements if necessary
 - v. Establish selection process that addresses the project (PA Policy Section 3.3)
 - vi. Confirm total project budget available for services, artwork & installation costs
 - vii. Select an artist and/or art purchase

Gallery in Old Town

Project Lead and/or Sub-Committee Members – Harlen Springer

Preliminary Budget Estimates	
Artist Stipends & Materials	\$1,500
Base Installation, Landscaping, Lighting & Maintenance etc.	\$10,000
TOTAL	\$11,500

- a. Complete process for accessioning artwork (PA Policy Section 3.4)
 - i. Identify the goals of the project
 - ii. Inventory sites
 - iii. Prepare estimate of total project budget
 - iv. Coordinate with entities responsible for art location (Oregon Department of Transportation, Private entities, & Florence Public Works) & establish agreements if necessary
 - v. Establish selection process that addresses the project (PA Policy Section 8.5)
 - vi. Confirm total project budget available for services, artwork & installation costs
 - vii. Select an artists and/or art purchase

Public Art Donations (As Needed)

Project Lead and/or Sub-Committee Members – Assigned by Public Art Committee As Needed

Preliminary Budget Estimates	
Base Installation, Landscaping, Lighting & Maintenance etc.	\$5,000
TOTAL	\$5,000

- b. Complete process for accessioning artwork (PA Policy Section 3.4)
 - viii. Identify the goals of the project
 - ix. Inventory site(s)
 - x. Prepare estimate of total project budget
 - xi. Coordinate with entities responsible for art location (Oregon Department of Transportation, Private entities, & Florence Public Works) & establish agreements if necessary
 - xii. Establish selection process that addresses the project (PA Policy Section 8.5)
 - xiii. Confirm total project budget available for services, artwork & installation costs
 - xiv. Select an artists and/or art purchase

First Year Project Preliminary Budget Estimates	
Trash Cans & Transit Stops Beatification Project	\$9,000
Hwy 101 & Hwy 126 Intersection Mural	\$47,000
Siuslaw Bridge Steps	\$37,000
Gallery in Old Town	\$11,500
Public Art Donations	\$5,000
Continual Public Art Maintenance	\$7,000
Public Outreach & Marketing	\$8,500
TOTAL	\$125,000

Further Project Funding & Marketing

Project Lead and/or Sub-Committee Members – Harlen Springer, Susan Tive, Jo Beaudreau

- a. **Website** - Prepare initial Public Art Webpage on City of Florence website
- b. **Project Marketing** - Prepare marketing materials for projects including brochures, website updates, social media, local media notices, ground breaking / ribbon cutting events, etc.
- c. **Private Fundraising** - Begin fundraising campaign including donations
- d. **Grant Opportunities** - Prepare grant opportunity index, review & apply for grants as applicable
- e. **General Public Outreach** - Maintain relationships with area organizations to ensure coordination

Other Recurring Projects

- a. Prepare catalog of current public art holdings in the City of Florence Public Art Collection
- b. Perform and/or prepare for performance of all repairs, cleaning, labeling etc.

Amendments to Florence Mural (Public Art Code)

Project Lead and/or Sub-Committee Members – Kelli Weese, Harlen Springer, Susan Tive, Joshua Greene

Step 1: Public Art Committee Prepare Amendments

- a. Prepare proposed amendments to the Mural (Public Art) Code and review with City Attorney

Step 2: Work Sessions with Planning Commission & City Council

- a. Hold work session with Planning Commission
- b. Hold work session with City Council

Step 3: Public Hearing Process

- a. Planning Commission public hearing (including public notices etc.)
- b. City Council public hearing (including public notices etc.)

Step 4: Implementation

- a. Prepare informational brochure / application booklet
- b. Begin outreach with various private entities about changes to mural code

Process for Establishment of a Community Public Art Master Plan

Step 1: Research

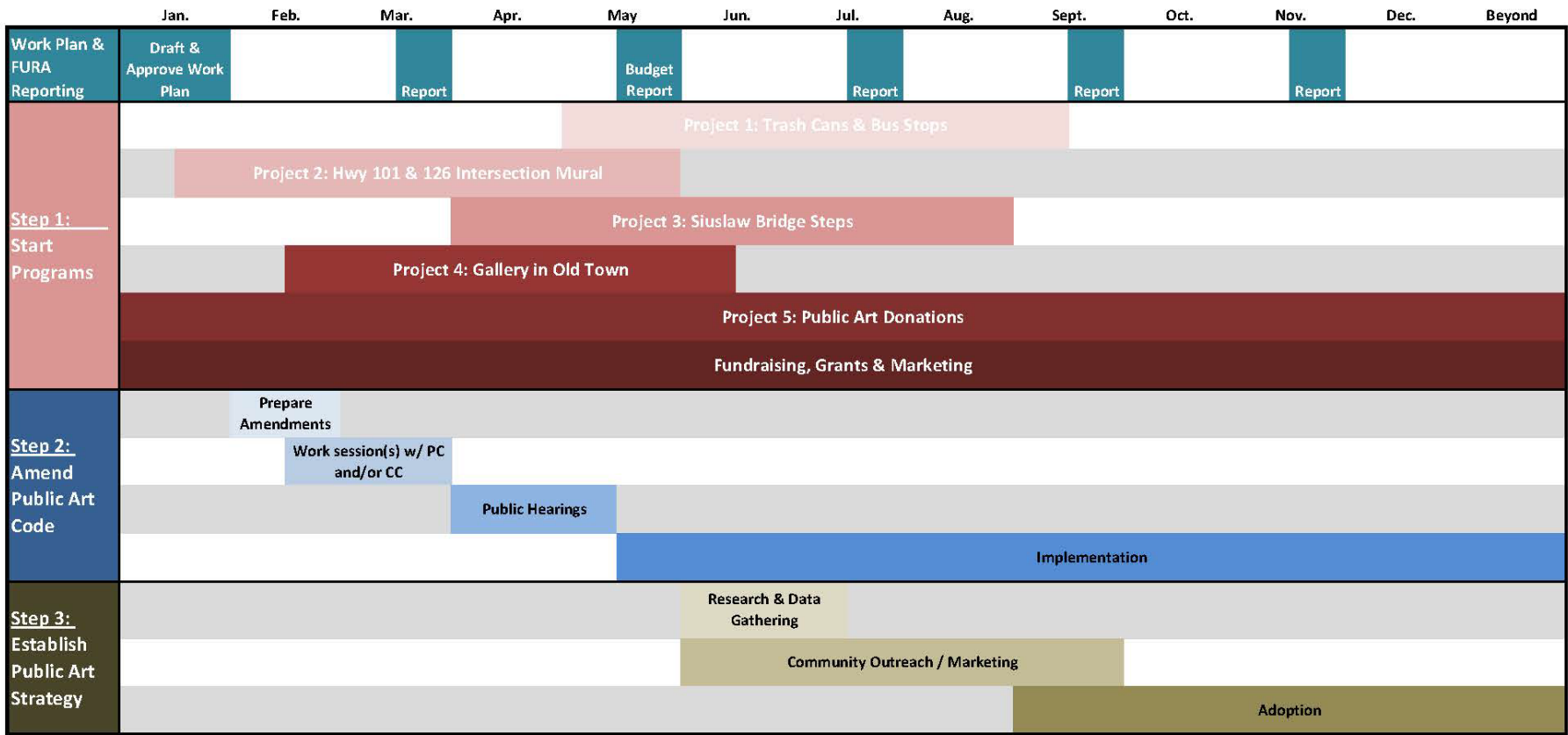
1. Create a vision and mission for Public Art in the Community
2. Refresh our review of other community's public art plans, determine common themes and vote on favorite to use as template
3. Develop Goals & Guiding principles

Step 2: Development

4. Begin 'where are we now' and 'where do we want to be' data gathering for Public Art Plan and Policy
5. Review template public art plan and draft according to Florence's needs
 - a. Executive Summary
 - b. Where are we now
 - c. Framework for public art
 - d. Funding
 - e. Artist Selection & Design Review
 - f. Art Commission vs. Public Art Committee
 - g. Advocacy, development and outreach
 - h. Review funding and program options
 - i. Review types of public art projects
6. Consider community outreach methods
 - a. Identify key community stakeholders / leaders who may be interested in being involved in the planning process
 - b. Consider holding focus group, one-on-one interviews, and/or community forums to determine interest levels and obtain comments / support
7. Compile Draft Public Art Guidelines and Procedure & Provide recommendation for approval to the City Council

Step 3: Community Outreach and Approval

8. Participate in Joint Work Session(s) with City Council and/or Planning Commission (should land use codes be proposed) to review draft public art master plan, policies and community outreach plan
9. Implement community outreach methods
10. If Necessary, amend draft public art master plan, policies and community outreach plan to reflect guidance received
11. Bring forth draft public art master plan for adoption by the City Council
12. If Land Use Code Amendments are proposed, City Council may initiate those at the same time Public Art Plan & Policy is adopted
 - a. Next steps would be a Planning Commission Public Hearing, followed by City Council public hearing



Other Regional Art Related Economic Development Initiatives

PAC Members may choose to participate at many different levels in the following Economic Development related initiatives:

1. **Florence Urban Renewal Agency**

PAC Sub-Team Members: SK Lindsey, Joshua Greene, Kelli Weese

- a. Economic Analysis & Strategy Development
 - i. Participate in public outreach from Leiland Group, the consultant hired to perform an economic analysis. The analysis will be an evaluation of the economic viability of various development alternatives on several specific properties within the FURA district boundaries. Information will be used to develop strategies and inform FURA investment decisions to stimulate desired private sector development in appropriate locations.
- b. ReVision Florence (Hwy 101 & Hwy 126 Streetscape project)
 - i. Participate in public outreach from Murray Smith and Associates, the consultant hired to perform streetscaping design for Hwy 101 between Hwy 126 and the Siuslaw River Bridge.

2. **Downtown Revitalization Team**

PAC Sub-Team Members: Harlen Springer, Kelli Weese

- a. The Downtown Revitalization Team (DRT) is a subset of the Florence Area Chamber of Commerce tasked with continuing to unify and revitalize the downtown area as the primary cultural, tourist, commercial and community core to serve all of Florence's citizens and visitors around a main-street theme.

3. **Florence Regional Arts Alliance**

PAC Sub-Team Members: Harlen Springer, Ron Hildenbrand, Jennifer French

- a. Florence's local non-profit art alliance whose mission is to unify and support all of the arts, enrich cultural life, and stimulate the economic vitality in Florence through the arts.

4. **Siuslaw Pathways (Go-Team & Vision Keepers)**

PAC Sub-Team Members: Jo Beaudreau, Joshua Greene, Kelli Weese

- a. Siuslaw Pathways Visioning Project members are a diverse group that includes local business professionals, non-profit leaders and volunteers, and governmental representatives, along with people from around the Siuslaw region.

Potential Future Public Art Committee Projects

The following public art projects have been considered by the Public Art Committee and will continue to be evaluated after completion of the first five projects:

- Murals
 - Additional trash cans, electrical boxes, and transit – particularly North of Hwy 126 and 101 intersection
 - Eastern Façade of BJ's on Bay Street
 - Second Story of Lovejoys in Old Town
 - Fire Station in Old Town
 - 2nd Floor of Antique Row on Hwy 101
 - Side of Pirate's Popcorn in Old Town
 - Side of Mason Building in Old Town
 - Side of Old Rite Aid Building on Hwy 101
 - Eastern Side of Grocery Outlet and City Lights Cinemas Building
 - Water Tower
- Sculptures
 - Hwy 101 & 126 Intersection



Dear AORA members and supporters,

The Oregon legislature has now introduced the first 1,500 pieces of legislation for the 2017 legislative session.

The legislature will begin its formal work on February 1st.

Please be aware of [House Bill 2470](#).

HB 2470 poses a serious threat to local urban renewal by requiring that each Urban Renewal Board must include a member from each overlapping taxing jurisdiction. HB 2470 further requires that any urban renewal plan must be approved by any affected overlapping taxing district.

AORA members are expressing serious concerns that:

1. HB 2470 will lead to large, unwieldy urban renewal boards
2. HB 2470 could curb urban renewal plans because UR agencies would not get quorum to conduct meetings
3. HB 2470 could paralyze urban renewal if each overlapping jurisdiction were given veto authority
4. Cities could lose control over urban renewal planning
5. HB 2470 is a burden to small taxing districts with limited staff
6. Existing law already requires consultation and input from affected overlapping taxing districts

HB 2470 is being referred to the House Committee on Economic Development & Trade.

Please register your concerns to the members of the Committee:

[Rep. Ann Lininger, Chair \(Lake Oswego\)](#)
[Rep. Pam Marsh, Vice Chair \(Ashland\)](#)
[Rep. David Brock Smith, Vice Chair \(Port Orford\)](#)
[Rep. Brian Clem \(Salem\)](#)
[Rep. David Gomberg \(Lincoln City\)](#)
[Rep. Ken Helm \(Beaverton\)](#)
[Rep. Andy Olson \(Albany\)](#)
[Rep. Bill Post \(Keizer\)](#)

[Rep. Werner Reschke \(Klamath Falls\)](#)

AORA will keep you updated on this legislation and others that may be introduced in the coming weeks.

Regards,

A handwritten signature in blue ink, appearing to read "Justin Douglas", with a long horizontal flourish extending to the right.

Justin Douglas
President, AORA

Association of Oregon Redevelopment Agencies
867 Liberty St. NE, Salem, OR 97301