

W.S.F.4.

Memorandum Date: January 27, 2011
Order Date: February 23, 2011

TO: Board of Lane County Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Bill Morgan, County Engineer

AGENDA ITEM TITLE: In the matter of approving an Intergovernmental Agreement with the City of Lowell for Mitigation Site Monitoring and Reporting of the Wetleau Housing Project in the estimated revenue amount of \$40,000 for a six-year term with the option to extend in order to complete the project

I. MOTION

MOVE THAT THE BOARD ORDER BE APPROVED FOR LANE COUNTY TO ENTER INTO A SIX-YEAR INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF LOWELL FOR MITIGATION SITE MONITORING AND REPORTING OF THE WETLEAU HOUSING PROJECT IN THE ESTIMATED REVENUE AMOUNT OF \$40,000, WITH THE OPTION TO RENEW THE IGA IN ORDER TO COMPLETE THE PROJECT AS REQUIRED; AND THAT THE COUNTY ADMINISTRATOR BE AUTHORIZED TO EXECUTE THE IGA AND ANY RELATED AMENDMENTS.

II. DISCUSSION

A. Background / Analysis

ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agents, have authority to perform.

The City of Lowell (City) has entered into a "Challenge Partnership Agreement" between the United States Army Corp of Engineers (USACE), which assigns to City the responsibility for habitat improvement within a portion of a wetland enhancement project on USACE owned lands. These lands are adjacent to the Wetleau Drive road construction project completed by Lane County Public Works (County) under the Lowell/St. Vincent De Paul Affordable Housing Project IGA for a 20 single-family housing development. City is required to perform wetland monitoring and reporting activities for the adjacent lands to satisfy permit requirement imposed by the Regulatory Branch of USACE and Oregon Division of States Lands (DSL).

City has requested to enter into a six-year IGA with County, with the option of extending the IGA should it be deemed necessary to complete all required work. City and County agree to split the cost of mitigation for the Wetleau Drive project based on surface area of the disturbed land. Sixty percent (60%) of the site is subdivision home sites owned by

City, while forty percent (40%) of the disturbed land is the footprint of Wetleau Drive and Pacific Crest Way, and cost of mitigation associated with the road is road-fund eligible.

City agrees to compensate County for services up to a maximum of \$40,000, which represents 60% of the estimated project labor and cost, not including any fees or permits, which will be City's responsibility. Any changes to the scope of work that would result in an increase in the estimated costs or an expansion of the range of services to be provided during the term of the IGA will occur through written approvals by both parties in the form of an amendment.

All compensation to County is payable upon monthly invoicing to City as work is incurred.

B. Recommendation

It is recommended by Public Works staff that the Board adopt the order and approve the motion.

III. ATTACHMENTS

- Order
- IGA (Substantial Draft Form)

**IN THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON**

ORDER NO. (In the matter of approving an Intergovernmental
(Agreement with the City of Lowell for Mitigation Site
(Monitoring and Reporting of the Wetleau Housing
(Project in the estimated revenue amount of \$40,000 for a
(six-year term with the option to extend in order to
(complete the project

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

WHEREAS, the City of Lowell (City) has entered into a "Challenge Partnership Agreement" between the United States Army Corp of Engineers (USACE), which assigns to City the responsibility for habitat improvement within a portion of a wetland enhancement project on USACE owned lands; and

WHEREAS, these lands are adjacent to the Wetleau Drive road construction project completed by Lane County Public Works (County) under the Lowell/St. Vincent De Paul Affordable Housing Project IGA for a 20 single-family housing development, and City is required to perform wetland monitoring and reporting activities for the adjacent lands to satisfy permit requirement imposed by the Regulatory Branch of USACE and Oregon Division of States Lands (DSL); and

WHEREAS, City has requested to enter into a six-year IGA with County, with the option of extending the IGA should it be deemed necessary to complete all required work; and

WHEREAS, City and County agree to split the cost of mitigation for the Wetleau Drive project based on surface area of the disturbed land as sixty percent (60%) of the site is subdivision home sites owned by City, while forty percent (40%) of the disturbed land is the footprint of Wetleau Drive and Pacific Crest Way, and cost of mitigation associated with the road is road-fund eligible; and

WHEREAS, City agrees to compensate County for services up to a maximum of \$40,000, which represents 60% of the estimated project labor and cost, not including any fees or permits, which will be City's responsibility; and

WHEREAS, any changes to the scope of work that would result in an increase in the estimated costs or an expansion of the range of services to be provided during the term of the IGA will occur through written approvals by both parties in the form of an amendment; **NOW THEREFORE, BE IT**

ORDERED, that the Department of Public Works is authorized to enter into six-year intergovernmental agreement to include the option to extend the term with the City of Lowell and County for the Wetleau Housing Mitigation Site Monitoring and Reporting Project in the estimated revenue amount of \$40,000; **AND, BE IT**

FURTHER ORDERD, that the County Administrator is authorized to execute the IGA in substantially the form as Attachment A to this Order and also is authorized to execute any related amendments.

ENACTED this _____ day of _____ 2011.

Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 2-4-11 Lane County

OFFICE OF LEGAL COUNSEL

"In the matter of approving an Intergovernmental Agreement with the City of Lowell for Mitigation Site Monitoring and Reporting of the Wetleau Housing Project in the estimated revenue amount of \$40,000 for a six-year term with the option to extend in order to complete the project"



**INTERGOVERNMENTAL AGREEMENT
City of Lowell and Lane County
Wetleau Housing
Mitigation Site Monitoring and Reporting Project**

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

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

WHEREAS, There exists a "Challenge Partnership Agreement", Exhibit A, between the United States Army Corp of Engineers (USACE) and **CITY** assigning responsibility for habitat improvement within a portion of a wetland enhancement project on USACE owned lands; and

WHEREAS, **CITY** is required to perform wetland monitoring and reporting activities to satisfy permit requirements imposed by the Regulatory Branch of USACE and Oregon Division of State Lands (DSL) as described in the attached Exhibit B, Statement of Work (**SOW**), "Wetleau Housing - Wetland Mitigation Site Monitoring and Reporting Project" (**PROJECT**); and

WHEREAS, **CITY** and **COUNTY** agrees to split the cost of mitigation for the Wetleau Drive project based on surface area of the disturbed land; sixty percent (60%) of the site is subdivision home sites owned by **CITY**; forty percent (40%) of the disturbed land is the footprint of Wetleau Drive and Pacific Crest Way, and cost of mitigation associated with the road is Road Fund eligible; and

COUNTY has personnel and expertise to perform the necessary tasks for this project; now, therefore:

BOTH PARTIES AGREE THAT:

CITY will compensate **COUNTY** for services up to a maximum of **\$40,000**, which represents sixty percent (60%) of the estimated **PROJECT** labor and cost, as shown on the attached **SOW**, and at the actual rates listed in Exhibit C (hourly rates). In addition, **CITY** will also be responsible for all payments and fees to other agencies as required.

Any changes to the scope of work which results in an increase in the estimated costs as shown therein or an expansion of the range of services to be provided during the term of this agreement will occur through written approvals by both parties in the form of an amendment to the **SOW**.

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

The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are incorporated by this reference as if fully set forth.

COUNTY will invoice **CITY** monthly for services rendered with detailed accounts of progress, based on outline of work detailed in Exhibit A. **CITY** agrees to pay approved invoices within 30 days of billing. The billing address for **CITY** is Accounts Payable, City of Lowell, P.O. Box 490, Lowell, OR 97452. Payment address for **COUNTY** is Lane County Public Works Department, Cheri Goodgion/Accounts Payable, 3040 North Delta Highway, Eugene, Oregon 97408 (541-682-6916).

Term and Termination

This agreement will expire six (6) years from the date of its execution or upon satisfaction of all agreement terms, whichever occurs first, unless the parties mutually agree to extend the expiration date.

This agreement may be terminated by either party provided written notice is given to the other party at least thirty (30) days prior to the termination date. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues.

Contacts

The project manager and main contact at **CITY** is Chuck Spies, City Administrator, City of Lowell, P.O. Box 490, Lowell, OR 97452; phone (541) 937-2157.

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

Hold-Harmless and Indemnification Requirements

Each of the parties agrees to defend, indemnify and hold the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, resulting from or arising out of any negligent performance or failure to perform on the part of the indemnifying party, its officers, employees or agents. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and any applicable limitations of the Oregon Constitution.

Insurance Requirements

As empowered by ORS 30.260 through 30.300, as specifically by ORS 30.282, **COUNTY** has chosen to be self-insured. **COUNTY** shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

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

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

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

Merger Clause

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

Amendments

No amendment to this agreement shall be effective unless made in writing and signed by both parties.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the parties have agreed to the provisions of the agreement on the _____ day of _____, 20_____.

LANE COUNTY

CITY OF LOWELL

Liane I. Richardson
Interim County Administrator

Date

Chuck Spies
City Administrator

Date

Address for Notice:
Lane County Public Works
3040 North Delta Highway
Eugene, OR 97408
(541) 682-6990 (Bill Morgan)

Address for Notice:
City of Lowell
P.O. Box 490
Lowell, OR 97452
(541) 937-2157

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____ Lane County

Date: _____ City of Lowell

Office of Legal Counsel

Office of Legal Counsel

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS
WILLAMETTE VALLEY PROJECT**

AND

CITY OF LOWELL, OREGON

Summary of Project: The USACE and the City will work together to enhance approximately 9 acres of wetland located near the shoreline of Dexter Lake. The Corps and the City will cooperate in the design and implementation of the project. The City will be responsible for developing and maintaining wetland function and for all required monitoring and reporting for the designated 2.2 acres of compensatory wetland.

THIS AGREEMENT, entered into this day of November 9, 2009, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Portland, and City of Lowell, Oregon (hereinafter the "Partner").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters of the Willamette Valley Project Dexter Lake including fulfilling environmental stewardship objectives such as creation, restoration and enhancement of wildlife habitat, and

WHEREAS, the enhancement of existing wetland along the north shore of Dexter Lake will provide valuable habitat for many riparian species including songbirds, waterfowl, shorebirds, reptiles, and mammals, and

WHEREAS the Partner is interested in working with the Government to construct the wetland , and has a requirement to mitigate construction impacts to adjacent wetland habitat on City owned land.

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to construct an earthen dike to modify hydrology at the project site and manage vegetation to achieve functioning emergent and wooded wetland, and

WHEREAS, the Partner, in order to assist the Government in this project will construct a 1200 foot earthen dike with an outlet culvert and spillway, create a short channel for stormwater output into the wetland, and will manage vegetation on the mitigation portion to meet the required wetland objectives.

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept the services from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to cooperate in project design, implementation and cost-sharing in accordance with the terms of this agreement;

WHEREAS, the Government will determine the compensatory mitigation required for the City's construction impacts during the permitting process for such proposed development and will consider the City's mitigation efforts with this project as a possible compensatory mitigation option for that proposed development;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

- a. The term "Project" shall mean the creation of the Dexter Lake wetland on the lakeshore near Lowell, Oregon.
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to construction, maintenance and monitoring of the project.
- c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.
- d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government.

ARTICLE II - OBLIGATIONS OF THE PARTIES

- a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using services provided by the Partner, shall expeditiously implement the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

b. The Government shall provide

- 1) the outlet culvert and spillway rock materials**
- 2) a fence along the northern boundary of the project site below West Boundary Road**
- 3) staff to participate in planning, design of wetland plantings**
- 4) monitoring and management of the hydrology of the site**
- 5) planting materials (including seed and transplants)**
- 6) labor crews to assist with planting implementation**
- 7) management of invasive plant species on the non-mitigation portion of the wetland**
- 8) a wetland and wildlife overlook for public use.**

c. The Partner shall be responsible for all permitting and the construction of the dike including installation of the outflow culvert, and spillway. Actual construction of the project is estimated to begin during the month of June 2010.

d. The Partner shall (for the mitigation portion of the wetland) provide personnel:

- 1) to develop functional wetland objectives**
- 2) for planning, design of wetland planting**
- 3) for management of vegetation to meet wetland objectives**
- 4) for all mitigation-related monitoring and reporting.**

e. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b, c and d of this Article.

f. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

g. Period of the agreement: This agreement will remain in effect until the City has met the compensatory wetland obligations required by the Regulatory agencies. At that time, management of the entire site will revert to the Corps. Unless modified or extended, this agreement shall end on December 31, 2017.

ARTICLE III - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually

acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE IV - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE V - RELATIONSHIP OF PARTIES

- a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
- b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VI - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VII - INDEMNIFICATION

The Partner shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, hydrological management, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VIII - TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

c. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner:

City Administrator
P.O. Box 490
Lowell, OR 97452

If to the Government:

Operations Manager
U.S. Army Corps of Engineers, Willamette Valley Project
P.O. Box 429
Lowell, OR 97452

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Commander of the Portland District.


The Department of the Army

BY: 

Steven R. Miles, P.E.
Colonel, Corps of Engineers
District Commander

DATE: 5 NOV 05

City of Lowell

BY: 

Warren R. Weathers
City of Lowell, Oregon
Mayor

DATE: 12/5/05

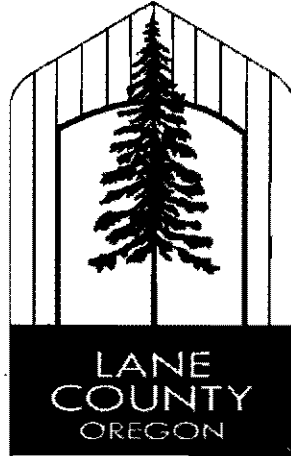
Challenge Partnership Financial Work Sheet

Corps Project Name: Willamette Valley Project, Dexter Lake
Work Project Title: Dexter Wetland
POC Name: Melissa Kirkland
Address: 26275 Clear Lake Road **City:** Junction City **State:** OR **Zip Code**
 97448
Telephone: 541-461-2869
Location on Project: Dexter Wetland is located on Dexter Lake

Partner Organization: City of Lowell
POC Name: City Administrator
Address: P.O. Box 490 **City:** Lowell **State:** OR **Zip Code:**
 97452
Telephone: 541-937-2157

Proposed start date of work: June 2010

	US Army Corps Willamette Valley	Partner: City of Lowell	Total
Salaries	9,000	34,000	43,300
Travel			
Materials and Supplies	15,500	17,500	33,000
Equipment Use			
Funds Contributed			
Volunteer Efforts			
In-Kind Services			
Other (explain below)	8,000		8,000
Total	32,500	51,500	84,000
Share of Total Cost	39%	61%	
Explanations: Labor Crew Time (County Sheriff and/or Youth Crews)			



**ENGINEERING & CONSTRUCTION SERVICES
DIVISION**

Statement of Work

for

**City of Lowell
Wetleau Housing
Wetland Mitigation Site
Monitoring and Reporting Project**

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TOTAL PROJECT LABOR HOUR ESTIMATE	8



**Statement of Work
Wetleau Housing
Wetland Mitigation Site Monitoring and Reporting Project**

General Provisions

The scope of work is to provide wetland monitoring and reporting services required to meet permit requirements imposed by the United States Army Corp of Engineers (USACE) and Oregon Division of State Lands (DSL). This work includes environmental site surveys, documentation of habitat improvement at the site, technical report writing, coordination and meeting with stakeholders/regulators, and other tasks required by regulatory agencies to demonstrate that the mitigation site is functioning as intended.

The monitoring and reporting work will be conducted for short periods of time, spanning a total of six years. USACE and DSL permits require submittal of as-built plans, and annual reports describing the environmental health of the mitigation site. Monitoring will require 3 site visits per year to substantiate the health of the wetlands.

For this scope of work, the following is assumed:

- The scope of work is based on information contained in the USACE and DSL permits issued for the project.

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

Roles & Responsibilities

City of Lowell (City)

Chuck Spies, City Administrator, is the City's primary point of contact. Authority to accept deliverables shall rest with Chuck Spies or other City contacts as assigned. Other City staff may be designated by Mr. Spies as providing direct technical contact to County.

As responsible party for the USACE Challenge Partner Agreement, the USACE fill/removal permit and the DSL fill/removal permit, the City has overall authority in scope, schedule and budget of the project. Amendments to this scope of work may be necessary if there are significant changes to scope, schedule or budget, and amendments will occur through written approvals of County and City of Lowell.

City is responsible for the following:

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

EXHIBIT B (DRAFT)

- Review of project progress and deliverables to ensure adherence to this scope of work, Intergovernmental Agreement, and delivery schedule.
- Notification of any known delays above and beyond the control of City.
- Paying necessary permit fees, including plan review fees, project deposits or bonds, or other fees required by other agencies.
- Providing appropriate and timely review of project deliverables supplied by County to ensure they are consistent with project objectives and requirements.
- Coordinating all media and public contact.
- All public involvement required for project development.

Lane County Engineering and Construction Services Division (County)

Bill Morgan, PE, is County's primary point of contact for County. Other technical resources in specific areas of expertise include the following:

- Kerry Werner, PE, for Design Services
- Kevin Brown, Engr Tech III, Environmental Permit Specialist
- Chad Hoffman, Staff Biologist & Wetlands Specialist

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

County is responsible for the following:

- Provide staff, materials and resources to complete all assigned tasks and prepare quality deliverables in compliance with all requirements on or ahead of the schedule established for this scope of work.
- Perform and document quality assurance reviews (QA/QC).
- Coordinate and participate in project meetings including, but not limited to, giving input for agenda items and taking appropriate minutes for action items.
- Provide written notification to City at the first sign of any delays caused by City or any other entity outside the control of County.
- Represent City and County appropriately in public.

Standard of Care

The work will conform to industry standards for data collection, documentation and report writing. Additionally, information required by either USACE or DSL will be presented in a format acceptable to the respective agency.

Project Assumptions

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

- Coordination with USACE and DSL will be a key component of project success. Timelines dependent upon reviews performed by USACE and DSL may impact this SOW.
- City and County will manage this project jointly.
- Project meetings involving City will be held at Lane County Public Works offices.

Deliverables Overview

County shall submit all deliverables to City or designee unless otherwise noted. All deliverables must meet City requirements. All correspondence that is to be submitted electronically must be in a format compatible with Microsoft Office software or Adobe Acrobat. Electronic drawing files must be compatible to AutoCAD 2008 or Adobe Acrobat 8.0. Email correspondence must be compatible to Microsoft Outlook.

Task 1 – Project Management/Administration

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

Task 1.1 – Project Management

County shall be responsible for project management related activities with City being the final approval authority. Coordination with outside agencies and entities (USACE and DSL) will be facilitated through County. Specific tasks related to Project Management issues include:

- Preparing and maintaining project work schedule.
- Attending kickoff meeting.
- Leading discussion and resolution of project issues.
- Monitoring project expenditure and budget.
- Apply Lane County QA/QC program and perform internal QA/QC on a continuing basis throughout Project period.
- Conducting periodic team performance reviews with City.
- Performing project management and coordination with assigned staff and regulatory agencies.
- Preparing and submitting monthly invoices as work is being performed.
- Attending progress/review meetings with City.

Task 1.2 – Invoices and Scheduling

County shall prepare and submit an initial detailed project schedule for the tasks to be completed under this agreement. The Project schedule will be used to track all major tasks, deliverables and milestones. County shall update the schedule as needed. County shall prepare a monthly invoice for work done the previous month. If no work was performed in the previous month, no invoice will be prepared. The invoices will reconcile the budget with the actual amount spent to date.

Deliverables and schedule:

- Initial Project schedule after NTP (Two (2) paper copies and one (1) electronic version)
- Monthly Invoice one (1) original to City each month for the previous month's activities

Task 1.3 – Project Management Team

The major objective of this task is to establish a group of project leaders to ensure all Project and Agreement issues are raised and resolved in a timely manner.

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

- Project Accounting
- Schedule, coordinate, and supervise project work
- Maintain liaison and coordination with City and outside agencies/property owners
- Prepare monthly progress reviews (if necessary for decision-makers)
- Prepare invoices and supporting data
- Monitor project budget
- Prepare, maintain, and update project activity schedule
- Prepare detailed minutes of each project team meeting

The Project Management Team shall meet as often as necessary to meet the stated objective. It is estimated that 6 meetings will be required throughout the duration of the project.

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

Other meetings may be necessary to resolve issues raised by regulating agencies.

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

Task 1.4 - Coordination with USACE, DSL and other Regulatory Agencies

County shall coordinate with other entities who will be involved in the project to ensure consistency with permit requirements.

Task 1.5 - Quality Assurance/Quality Control

County will perform internal reviews of all deliverables prior to submission in compliance with established Lane County QA/QC Plan.

Deliverable and Schedule:

- Copy of County action items via email distribution within five (5) working days of meeting
- Input of suggested agenda items to City at least two (2) working days prior to meeting

Task 2 – Site Monitoring and Reporting Services

Task 2.1 – Monitoring and Reporting

The monitoring and reporting work will be conducted for short periods of time, spanning a total of six years. USACE and DSL permits require submittal of as-built plans, and annual reports describing the environmental health of the mitigation site. Monitoring will require 3 site visits per year to substantiate the health of the wetlands.

Year 1)
Spring 2011 Survey installation of monitoring grid. Draft as-built plans, showing berm, outlet control structure, and plantings.

Perform spring and early summer hydrology monitoring of site. Document water levels at 3 different times of the year.

Planting is to be by others fall of 2011.

Year 2)
Spring 2012 Perform spring monitoring. Submit report for Year 1, including as-built (as-planted) and history of site hydrology. Develop invasive species and wetland plant establishment action plan.

Year 3)
Spring 2013 Perform spring monitoring. Submit report for Year 2. Modify invasive species and wetland action plan if required.

Year 4)
Spring 2014 Perform spring monitoring. Submit report for Year 3. Modify invasive species and wetland action plan if required.

Year 5)
Spring 2015 Perform spring monitoring. Submit report for Year 4. Modify invasive species and wetland action plan if required.

Year 6)
Spring 2016 Perform spring monitoring. Submit Wetland Delineation and Function Assessment Report of Findings for Year 5. Submit project closeout documentation. Coordinate with City a meeting with USACE to formally close the Challenge Partnership Agreement.

Deliverable and schedule:

- **Draft Reports: two (2) hard copies and one electronic version submitted within (five) 5 working days of completion of reports.**
- **Final Reports: two (2) hard copies and one electronic version submitted within (five) 5 working days of completion of reports.**

**EXHIBIT B
(DRAFT)**

TOTAL PROJECT LABOR HOUR ESTIMATE

Task	Description	Total Hours	City (60%)	County (40%)
1.1	Project Management and Meetings	20	12	8
1.2	Project Administration and Invoicing	15	9	6
1.2	Project Scheduling	10	6	4
2.1	Initial Survey of As-built site	50	30	20
2.1	Development of As-built drawings (Monitoring Report Graphics; i.e. As-graded & As-seeded)	25	15	10
2.1	Spring Hydrology Monitoring Fieldwork	50	30	20
2.1	Summer Vegetation Monitoring Fieldwork	180	108	72
2.1	Statistical Data Analysis (new DSL requirement)	120	72	48
2.1	Mitigation Report Development (Report Narrative, Graphic Development, Photo documentation)	100	60	40
2.1	Agency submittal, coordination, and response to requests for additional information	50	30	20
2.1	Wetland Delineation & Function Assessment Report of Findings (Year 5)	80	48	32
	Total Hours	700	420	280
	Estimated Direct Expenses (mileage, photocopies, etc)	\$1000	\$600	\$400



FEDERAL A-87 GUIDELINES HOURLY BILLABLE RATES For Fiscal Year 2010-2011

EFFECTIVE JULY 1, 2010 - JUNE 30, 2011

Engineering & Construction Services Division * Lane County Department of Public Works

Working Title / Resource	Minimum Hourly Rate	Maximum Hourly Rate
<u>3636880 Engineering Admin</u>		
Manager, Sr (County Engineer)	\$ 81.71	\$ 122.55
Public Works Analyst	\$ 45.12	\$ 69.39
Administrative Assistant	\$ 42.67	\$ 60.32
<u>3636210 Field Engineering</u>		
Manager (Field Engr Superintendent)	\$ 74.48	\$ 111.72
Engineering Technician 1	\$ 38.16	\$ 57.25
Office Assistant, Sr	\$ 35.96	\$ 49.82
<u>3636212 Inspections</u>		
Field Engr. Supervisor	\$ 63.68	\$ 93.48
Engineering Associate, Sr	\$ 55.42	\$ 83.13
Engineering Associate	\$ 49.98	\$ 74.98
Engineering Technician 2	\$ 40.25	\$ 60.42
Extra Help/Engineering Aid 520	\$ 29.11	\$ 32.54
<u>3636213 Materials Testing</u>		
Supervising Engr. Associate	\$ 66.70	\$ 100.07
Engineering Associate, Sr	\$ 56.50	\$ 84.76
Engineering Technician 3	\$ 44.46	\$ 66.67
Engineering Technician 2	\$ 41.04	\$ 61.59
Extra Help/Engineering Asst 520	\$ 34.27	\$ 51.40
<u>3636211 Engineering Surveys</u>		
Field Survey Supervisor	\$ 63.86	\$ 95.80
Associate Surveyor	\$ 49.73	\$ 74.60
Engineering Associate	\$ 47.36	\$ 71.05
Engineering Technician 2	\$ 39.29	\$ 58.97
Extra Help/Engineering Aid 520	\$ 28.41	\$ 31.76
<u>3636700 Right Of Way</u>		
Prof/Tech Spvrs (ROW Svcs Mgr)	\$ 61.92	\$ 92.91
Engineering Associate, Sr	\$ 60.65	\$ 90.84
Real Property Officer, Sr	\$ 57.67	\$ 86.52
Engineering Associate	\$ 52.01	\$ 78.03
Real Property Officer 2	\$ 50.49	\$ 75.75
Office Assistant 2	\$ 32.82	\$ 45.41

Working Title / Resource	Minimum Hourly Rate	Maximum Hourly Rate
<u>3636100 Design Engineering</u>		
Prof/Tech Spvrs (Design Svcs Mgr)	\$ 66.53	\$ 99.80
Engineering Associate, Sr	\$ 58.09	\$ 91.50
Engineering Associate	\$ 50.86	\$ 76.30
Engineering Technician 3	\$ 45.71	\$ 68.54
Engineering Technician 2	\$ 42.19	\$ 63.33
Engineering Technician 1	\$ 38.70	\$ 58.06
Office Assistant 2	\$ 33.05	\$ 45.74
<u>3634605 Environmental Services</u>		
Waste Management Engineer	\$ 77.56	\$ 116.35
Engineering Associate	\$ 59.24	\$ 88.88
Environmental Engineering Specialist	\$ 57.52	\$ 86.29
Extra Help	\$ 29.77	\$ 40.60
<u>Legal Services</u>		
Attorney	\$ 112.00	\$ 112.00
Support Staff	\$ 65.00	\$ 65.00
Law Clerk	\$ 27.00	\$ 27.00
<u>3636900 Trans.Plan Admin / 3636903 Traffic / 3636904 GIS</u>		
Manager	\$ 74.10	\$ 111.18
Prof/Tech Spvrs (Traffic Engineer)	\$ 65.12	\$ 97.70
Prof/Tech Spvrs (GIS Svcs Supv)	\$ 66.04	\$ 99.09
Engineering Associate, Sr	\$ 54.24	\$ 96.88
Planner, Sr	\$ 58.77	\$ 81.40
Engineering Associate	\$ 53.10	\$ 80.79
Engineering Technician 3	\$ 48.40	\$ 72.58
Engineering Technician 2	\$ 44.05	\$ 66.12
Engineering Technician 1	\$ 40.40	\$ 61.48
Office Assistant, Sr	\$ 38.62	\$ 53.50
<u>3636902 Electrical</u>		
Electrician, Lead	\$ 49.17	\$ 73.76

- Hourly billable rates include labor only (additional direct overtime, out-of-class pay, and materials & services costs will be invoiced at actual rate)
- Other employees may be charged at hourly rate based on salary, fringe benefits, and overhead charges
- Invoices will be based on actual rate of pay paid to the specific employee performing the work/tasks