



STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO PROVIDE
ENGINEERING SERVICES TO THE
CITY OF LEBANON, OREGON

**Twelfth Street Extension and Realignment
(Airport to Stoltz Hill Road Intersections)
Project No. 26702
Design, Admin., Survey, and As-Builts**

Engineering Services
925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4923
FAX: 541.258.4954
www.lebanonoregon.gov
engineering@lebanonoregon.gov

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of UDELL ENGINEERING & LAND SURVEYING, LLC, a professional engineering firm, hereinafter referred to as the ENGINEER, agrees to provide engineering services to the City of Lebanon, Oregon, a municipal corporation, hereinafter referred to as the CITY, for the services described in Attachment 'A', which is hereby incorporated into this Agreement by this reference as if fully set forth at this point. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the ENGINEER and the CITY shall not be construed to exceed those services and duties specifically set forth in this Agreement.

ARTICLE II: MODIFICATIONS

The CITY and the ENGINEER shall not make modifications to the attached exhibit or these Standard Terms and Conditions except in writing as an Amendment to the Agreement. Said modifications shall be agreed to by both parties, with the scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications which do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE ENGINEER

- A. Notice to Proceed: The ENGINEER will not begin work on any of the duties and services listed in Article I until the CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an Amendment as defined in Article II.
- B. Level of Competence: The ENGINEER is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.
- C. Access to Records: The ENGINEER agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to the ENGINEER in the course of the performance of its duties under the terms of this contract. The ENGINEER further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- D. Ownership of Documents: Upon completion of this Agreement and compensation to the ENGINEER, all data, drawings, and documents, including digital information, shall become the property of the CITY. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless the ENGINEER for any application of documents for any purpose other than the originally intended use.

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E. Compliance with Applicable Law: The ENGINEER covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279A.010, et seq, as though each obligation or condition were set forth fully herein. In addition, if this contract calls for a public improvement as that term is defined by ORS 279A.010(1)(cc), the ENGINEER further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279A.010(1)(aa) as though each obligation or condition were set forth fully herein. In addition, the ENGINEER covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the CITY for projects of the type in question in effect at the time the services are performed.

The ENGINEER, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

A. Authorization to Proceed: The CITY shall authorize the ENGINEER in writing to proceed prior to the ENGINEER starting work on any services listed in Article I.

B. Access to Records, Facilities and Property: The CITY shall comply with reasonable requests from the ENGINEER for inspection or access to CITY records, facilities, and properties.

C. Timely Review: The CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER, obtain the advice of an attorney, insurance counselor, accountant, auditor, and other consultants as the CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of the ENGINEER.

ARTICLE V: COMPENSATION

The CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this Agreement. As consideration for providing the engineering services as defined in Article I, the CITY will pay the ENGINEER for actual hours worked by position or crew, and for office and field supplies, at the applicable rates listed in Attachment 'A'. There will be no compensation for the operation of company-owned vehicles. Compensation for other direct expenses will be at cost plus 10 percent. The total compensation for all services shall not exceed a total of **\$418,160.00** without prior written authorization from the CITY.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of 1 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. The CITY has the right to appeal or ask for clarification on any ENGINEER billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with Article V.

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ARTICLE VI: INDEMNIFICATION

- A. Claims for Other Than Professional Liability: ENGINEER shall indemnify, defend, save, and hold harmless the CITY, their officers, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of ENGINEER or its subcontractors, or their respective agents or employees, under the Contract.
- B. Claims for Professional Liability: To the fullest extent permitted by law, and except to the extent prohibited under ORS 30.140(4), ENGINEER shall indemnify, defend, save, and hold harmless the CITY, their officers, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of the professionally negligent acts, errors or omissions of ENGINEER or its subcontractors, or their respective agents or employees, in performance of ENGINEER's professional services under the Contract.
- C. Indemnity for Infringement Claims: Without limiting the generality of A and B above, ENGINEER expressly agrees to indemnify, defend, save and hold harmless the CITY and its officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that ENGINEER's Services, the Work Product or any other tangible or intangible items delivered to the CITY by ENGINEER that may be the subject of protection under any state or federal intellectual property law or doctrine, or CITY's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that CITY shall provide ENGINEER with prompt written notice of any infringement claim.

Provided, however, ENGINEER shall not be obligated to indemnify, defend, save and hold harmless the CITY under this Section based solely on the following: ENGINEER's compliance with CITY's specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by CITY.

ARTICLE VII: INSURANCE

The ENGINEER shall obtain at ENGINEER's expense the insurance specified under this agreement prior to performing under this contract and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. ENGINEER shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CITY.

- A. Commercial General Liability: Insurance covering bodily injury, death and property damage on an Occurrence Form providing not less than \$1,000,000 per occurrence for bodily injury and property damage with not less than a \$2,000,000 General Aggregate. The CITY, its agents, officers, and employees shall be listed as an "Additional Insured" as respects this Agreement.
- B. Automobile Liability: Insurance covering all owned, non-owned, or hired vehicles providing not less than a \$1,000,000 per occurrence limit for any owned, non-owned or hired autos.
- C. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers' Liability insurance with limits not less than \$500,000.

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D. Professional Liability: Insurance with a limit not less than \$100,000 per occurrence and \$300,000 aggregate.

The ENGINEER shall provide the CITY Certificates of Insurance for each of the required insurance coverages prior to providing any services under this Agreement. Each certificate shall provide 30 days' notice of cancellation.

ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other, which shall not be unreasonably withheld. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subconsultants by the ENGINEER or subsidiary or affiliate firms of the ENGINEER for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the ENGINEER shall remain fully responsible for the work performed, whether such performance is by the ENGINEER or subconsultants. No subconsultants shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CITY and the ENGINEER.

ARTICLE IX: INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the CITY and the ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The ENGINEER may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The ENGINEER may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

The CITY may terminate all or a portion of the work covered by this Agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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In the event of termination, the ENGINEER shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. The ENGINEER shall be compensated for work performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: FORCE MAJEURE

Neither the CITY nor the ENGINEER shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Linn County, Oregon.

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**UDELL ENGINEERING
& LAND SURVEYING, LLC:**

April 24, 2026

Date



Signature

Andrew Rappé

Print Name

Owner

Title

63 E Ash Street

Mailing Address

Lebanon, OR 97355

City, State, Zip

(541) 451-5125

Telephone

20-8192509

Corporation Tax No. (If Incorporated)

Social Security Number (If Individual)

CITY OF LEBANON, OREGON:

Date

Signature

Ron Whitlatch

Print Name

City Manager

Title

APPROVED AS TO FORM:

Signature

John E. Kennedy

Print Name

City Attorney

Title

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ATTACHMENT 'A'

SCOPE OF WORK / 2026 FEE SCHEDULE

Udell Engineering & Land Surveying, LLC

63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366

PROPOSED PROFESSIONAL SERVICE AGREEMENT

DATE: April 15, 2026

PROJECT: 26-018 COL 12th-Airport Intersection Civil

This AGREEMENT is by and between:

**City of Lebanon
c/o Mike Trippett, City Engineer
925 Main Street
Lebanon, Oregon 97355
541-258-4268**

Situs Address:

**Intersection of 12th and Airport Rd
Intersection of 12th and Stoltz Hill Rd
Ext. of 12th Street to Stoltz Hill Rd**

Here after referred to as CLIENT, and Udell Engineering & Land Surveying LLC, here after referred to as CONSULTANT for engineering and/or land surveying services, who agrees as follows:

CLIENT desires to engage CONSULTANT to provide professional services in connection with CLIENT'S project.

SCOPE:

To provide the following professional Civil Engineering Design, Construction Administration and Construction Staking Survey services for your 12th Street Extension Project completing the connection of 12th Street from Airport Road to the Walker and Stoltz Hill Road intersection. Including the intersection of 12th and Airport Road and 12th and Stoltz Hill Road with Walker Road Intersection.

- | | |
|--|-----------|
| 1. Schematic Design Development | \$31,200 |
| 2. Coordinate Conflicts with Franchised Utility Companies including notifications, attending meetings and assisting with conflict resolution designs | \$11,600 |
| 3. Assist with right of way acquisition | \$ 6,400 |
| 4. Prepare right of way dedication deeds | \$ 4,800 |
| 5. Prepare Civil Design Drawings for: | \$211,060 |
| • Intersection Improvements | |
| • Turn Lane Tapers on 12 th | |
| • Turn Lane Tapers on Walker Road | |
| • Traffic signal coordination with Kittelson and Associates | |
| • Storm Drainage | |
| • Sanitary Sewer | |
| • Waterline | |
| • ADA Ramps | |
| • Traffic Control | |
| • Erosion Control | |
| 6. Prepare Civil Design Drawings for pedestrian connections east on Airport Rd. | \$ 7,000 |
| 7. Prepare Project Special Provisions | \$ 7,600 |
| 8. Perform Construction Administration | \$48,600 |
| • Respond to Bid Questions | |
| • Respond to RFIs | |
| • Review Material Submittals | |
| • Provide Periodic Site Inspections | |
| 9. Perform Construction Survey Staking | \$69,800 |
| 10. Perform Project Close-Out and Prepare Asbuilt Drawings | \$ 20,100 |

EXCLUSIONS:

Landscape Design, Irrigation Design, Site Lighting Design, Traffic Engineering, Geotechnical Engineering, Wetland Permit Requirements, and Agency Fees.

UDELL ESTIMATED FEE FOR SERVICES:**\$ 418,160**

ESTIMATED THIRD PARTY FEES: The following are estimated third party fees associated with completing your project:

- N/A

In the event the actual third-party fees are more than the estimated amount, the client is responsible for the actual cost.

TOTAL CONTRACT AMOUNT:**\$ 418,160**

RETAINER AMOUNT: \$0 *This is required to be paid prior to proceeding with work.

Retainer amount includes 50% UdeLL Fee for Services and 100% Third Party Fees.

Any services performed outside the listed scope within this agreement and/or any required reimbursable expenses will be charged in addition to the above estimated amount based on the hourly rates and unit prices listed in Exhibit A.

DOCUMENTS WILL NOT BE RELEASED AND SURVEYS WILL NOT BE RECORDED WITHOUT PAYMENT IN FULL

SERVICES:

For the performance of its service, CONSULTANT shall be paid by CLIENT in the manner and at the time hereinafter specified, the fee set forth in the attached proposal or rate schedule. The amount and terms of the fee will remain valid through completion of the project

CONSULTANT will provide Civil Engineering Design and/or Surveying Services at the request and direction of the CLIENT or the Client representative. CONSULTANT warrants that its services are performed with the usual thoroughness and competence of the engineering & surveying profession. If errors in staking are discovered liability for such is limited to the cost of re-staking said errors. No other warranty or representation, either expressed or implied, is included or intended in CONSULTANT'S proposal, contracts or reports, either written or oral.

CONSULTANT will keep confidential all information and documents developed in association with the Client's Project. CONSULTANT will distribute project information and documents only to those persons, agencies and organizations specifically designated by CLIENT or its authorized representative. All data, reports, calculations, drawings, estimates and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT.

This agreement will terminate automatically upon completion by the CONSULTANT of the services required by the AGREEMENT.

REGARDING THIRD PARTY FEES REQUIRED TO COMPLETE THE PROJECT:

Unless expressly stated above, all administrative fees required by the city, county or state for recording, applications, title company reports, or permits are the sole responsibility of the client. You will be given the amount of the fee and asked to issue a check to the appropriate agency for that amount. When we have received your check, we will deliver it along with the survey, application or permit to the proper agency.

BILLING:

Invoices will be issued at the end of each month or upon completion of the services and are due and payable upon receipt. Invoices are considered delinquent Thirty Days (30) after the date on the initial invoice. If invoices are not paid in full prior to delinquency, CLIENT agrees to pay interest on the unpaid amount at the rate of 1.5% per month (annual rate 18%) from the delinquency date. All payments received shall first be credited to payment of interest, and then to the principal balance. CONSULTANT may at its discretion withhold delivery of services or documents pending receipt of full payment for all services rendered.

LIMITATION OF LIABILITY:

UDELL ENGINEERING AND LAND SURVEYING, LLC'S, (THE CONSULTANT), LIABILITY UNDER THIS CONTRACT OR AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE CONSULTANT'S FEE, EITHER FIXED OR HOURLY. IN NO EVENT SHALL THE CONSULTANT BE HELD LIABLE FOR THE CLIENT'S, OWNER'S OR OTHER SUBCONTRACTOR'S FAILURE TO FOLLOW THE DESIGNS OR WORK OF THE CONSULTANT. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY SUPERVISION OR CONTROL OF THE CLIENT, OWNER OR OTHER SUBCONTRACTORS AS IT RELATES TO THE CONSULTANT'S WORK PRODUCT OR DESIGNS UNLESS EXPRESSLY SET FORTH IN WRITING AND ACKNOWLEDGED BY THE CONSULTANT. THE CLIENT OR OWNER AGREES TO DEFEND AND INDEMNIFY UDELL ENGINEERING AND LAND SURVEYING, LLC FOR ANY DEMAND, CLAIM OR LAWSUIT ASSERTED AGAINST THEM THAT EXCEEDS THE SCOPE AND/OR LIABILITY OF THE CONSULTANT PURSUANT TO THIS PROVISION.

ATTORNEY FEES:

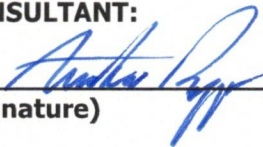
If any dispute arises out of this AGREEMENT, including non-payment for services rendered, the prevailing party shall be entitled to attorney fees.

SEVERABILITY:

If any provision of this AGREEMENT will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

WORK WILL PROCEED UPON THE RECEIPT OF SIGNED SERVICE AGREEMENT AND RETAINER

CONSULTANT:



(Signature)

Andrew Rappé, Member
Udell Engineering & Land Surveying, LLC

7/15/26

(Date)

CLIENT:

(Signature)

(Print Name)

(Date)

Udell Engineering & Land Surveying, LLC

63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366

EXHIBIT A

2026 Fee Schedule

Hourly Rates:

Principal Engineer:	\$ 148.00
Project Engineer:	\$ 125.00
Survey Manager:	\$ 130.00
CADD Technician:	\$ 84.00
Engineering Design Technician I	\$ 96.00
Engineering Design Technician II	\$ 105.00
Survey Technician I:	\$ 86.00
Survey Technician II:	\$ 95.00
Senior Land Use Planner	\$ 120.00
1 Man Survey Crew:	\$ 105.00
2 Man Survey Crew:	\$ 182.00
2 Man Survey Crew (prevailing wage rates):	\$ 245.00
Office Staff	\$ 65.00

Reimbursable Unit Rates:

Title Reports: ≈\$350.00 per tax lot

Evening Public Meetings (after 5 p.m.): \$200.00 + Hourly Rate & Mileage

Mileage (per mile):	\$ 0.70
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Copies (per sheet):

22 x 34	\$ 2.25
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11 x 17	\$ 1.00
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8.5 x 11	\$ 0.30
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Mylars	\$ 35.00
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