



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

**Cheadle Lake Park Improvements - Phase 1
Project No. 23704
Civil Engineering, Architectural and
Landscape Design**

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.

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- 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.
- 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 herein. 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 **\$251,995.40** 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

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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.

ARTICLE VI: INDEMNIFICATION

The ENGINEER agrees to indemnify and hold harmless the CITY, its agents, officers, and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses to the extent caused by the negligent or intentional misconduct, errors, or omissions of the ENGINEER, its officers, employees, or agents.

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.
- 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.

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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.

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.

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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:**

Date

Signature

Print Name

Title

Mailing Address

City, State, Zip

Telephone

Corporation Tax No. (If Incorporated)

Social Security Number (If Individual)

CITY OF LEBANON, OREGON:

Date

Signature

Ron Whitlatch

Print Name

Interim 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/STANDARD BILLING RATES

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: November 19, 2024

PROJECT: 22-287 City of Lebanon Cheadle Lake – Phase 1 Development

This AGREEMENT is by and between:

**City of Lebanon
C/O: Ron Whitlatch
925 Main Street
Lebanon, Oregon 97355
(541) 258-4269**

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 Civil Engineering, Architecture (Agate Architecture as Sub-consultant), Landscape Architecture (Satre Group as Sub-consultant) for Cheadle Lake Park Phase 1 and Weirich Drive Frontage as conceptually identified on the Exhibit C map:

1. Additional Topographic Survey Work to Update Previous Survey with Recently Constructed Trail Segment, Waterline Infrastructure in Weirich Dr. and Sewer Infrastructure in Weirich Dr.
\$ 5,600.00
2. Civil Engineering Design Service for the Expansion of Weirich Drive Across the Project Frontage to Include a Multi-Use Path, Curb and Gutter, Street Widening and Transition Tapers.
\$ 43,800.00
3. Civil Engineering Design Service for Phase 1 Parking Lot including Paving, Striping, Grading Drainage and Drainage Calculations for Flow Control, Detention and Pipe Sizing.
\$ 34,800.00
4. Civil Engineering Design Service for Phase 1 Stage Area and Access Roadway to Stage Area.
\$ 27,900.00
5. Civil Engineering Design Service for Connecting Multi-Use Paths.
\$ 13,400.00
6. Architectural Services (including Structural) for Design of Stage Structure and Storage Building Near Stage. See Attached Exhibit B.
\$ 79,520.00
Plus 7% Udell Mark-Up \$ 5,566.40
7. Landscape Architectural Services for Design of Landscape and Irrigation Plans for the Stage Area, Stage Access Roadway, Parking Lot and Weirich Drive Planter Strip. See Attached Exhibit C.
\$ 38,700.00
Plus 7% Udell Mark-Up \$ 2,709.00

EXCLUSIONS:

Traffic Engineering, Geotechnical Engineering, Wetland Permit Requirements, and Agency Fees.

UDELL ESTIMATED FEE FOR SERVICES:

\$251,995.40

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:

\$251,995.40

RETAINER AMOUNT: N/A *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 as 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 BY THE CITY, COUNTY, OR STATE:

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 RECEIPT OF SIGNED SERVICE AGREEMENT AND RETAINER

CONSULTANT:

CLIENT:

(Signature)

(Signature)

Brian Vandetta, Member
Udell Engineering & Land Surveying, LLC

(Print Name)

(Date)

(Date)

Udell Engineering & Land Surveying, LLC

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

EXHIBIT A

2024 Fee Schedule

Hourly Rates:

| | |
|---|------------------|
| Principal Engineer: | \$ 140.00 |
| Project Engineer: | \$ 110.00 |
| Survey Manager: | \$ 106.00 |
| CADD Technician: | \$ 74.00 |
| Engineering Design Technician | \$ 87.00 |
| Survey Technician: | \$ 77.00 |
| Senior Land Use Planner | \$ 117.00 |
| 1 Man Survey Crew: | \$ 92.00 |
| 2 Man Survey Crew: | \$ 175.00 |
| 2 Man Survey Crew (prevailing wage rates): | \$ 220.00 |
| Office Staff | \$ 60.00 |

Reimbursable Unit Rates:

| | |
|---|-----------------|
| Title Reports: ≈ \$400.00 per tax lot | |
| Evening Public Meetings (after 5 p.m.): \$200.00 + Hourly Rate & Mileage | |
| Mileage (per mile): | \$ 0.58 |
| Copies (per sheet): | |
| 22 x 34 | \$ 1.90 |
| 11 x 17 | \$ 0.67 |
| 8.5 x 11 | \$ 0.17 |
| Mylars | \$ 25.00 |

EXHIBIT B

AGATE ARCHITECTURE, LLC

Architect/ Client Agreement V.2

Agreement Date:

11.18.24

Between the Architects Client:

Brian Vandetta, PE, PLS
Udell Engineering and Land Surveying, LLC
63 East Ash Street
Lebanon, Oregon 97355
541-451-5125

Project:

Cheadle Lake Park Stage and Storage Building

And the Architect:

Agate Architecture, LLC
Michael Soraci, AIA
1577 Pearl St., Ste. 145
Eugene Oregon, 97401

Project Address:

37941 Weirich Dr, Lebanon, OR 97355

Section 1

Architectural Services / Scope:

Agate Architecture, LLC proposes to provide architectural and structural engineering services to the client for a proposed Stage and Storage Building at the above Project Address. The primary contractual intent of services provided by Agate Architecture is to create a set of Construction Documents to be used for permitting, bidding, and construction by the client for the construction of the Scope as code, budget, and other constraints allow.

Scope Outline:

The primary scope of work is a 3200 sf. Stage and an 800 sf Storage Building. Please see Exhibit 1 attached for additional scope information.

Building Design Information:

The architect and the architects structural engineering consultant, Branch Engineering, Inc., will design the proposed scope per industry best practices and applicable codes. The Stage design will strive to be linked to the rich history of the City of Lebanon, be efficient, and attractive.

Professional Consultants:

See Section 2, Sub Section 7 for consultant fee information.

Branch Engineering, Inc. will provide structural engineering services for the Stage and Storage Building. Please see Exhibit 2 attached herein.

In addition to the architectural and structural engineering services provided under this contract, the architect requires the following to properly execute the scope of work:

1. Geotechnical Engineering services.
 - a. Agate Architecture can add these services to this contract upon client request or the client

AGATE ARCHITECTURE, LLC

can supply the completed report to Agate Architecture

Section 2:

Base Services Description:

1. 1. Schematic Design Phase:
 - 1) In coordination with Udell Engineering and Land Surveying, LLC and The Satre Group, create as-Built Plans of the property needed to execute the scope.
 - 2) Perform land use analysis and prior permit history research as needed to execute the scope of work.
 - 3) Utility analysis relative to the project scope.
 - 4) Building Code analysis relative to project scope, specific to health, safety, and welfare.
 - 5) Create and present conceptual options based upon architect / client communications. Revise and resubmit as needed.
 - 6) Proceed to next project phase with client's authorization.
2. Design Development:
 - 1) As applies to scope, begin administratively preparing drawing package as technically and aesthetically needed to obtain a preliminary bid, permit approval, and effectively communicate design intent.
 - 2) Proceed to next project phase with client's authorization.
3. Construction Document Phase:
 - 1) Development of all plans, sections, elevations, schedules, and details as needed to execute the scope of work.
 - 2) Complete the Construction Documents for submission to the local building jurisdiction for permitting and construction.
 - 3) Complete the items and intake steps required by the Building Department Permit Intake Checklist.
4. Permitting and Bidding:
 - 1) The architect will submit the construction documents to the Client and the Client will manage all required documents.
 - 2) Generate required addenda which are in response to the permit submission and submit to building department for approval as needed.
 - 3) Architect to provide the client a hard and digital copy of the approved plans.
5. Construction Administration:
 - 1) Consists of site meetings and consulting with the builder and client to observe the execution of the work, clarify and solve any issues which might come up during construction, and to ensure the construction meets the intent of the design. The architect will be on site as needed and requested. At the end of the construction process, before Final Inspection, the architect will walk through the project with the contractor and generate a Punch List. The architect will perform a one-year warranty walk-through with the contractor and owner. The architect will provide Observation Reports, post all formal site visits.
 - 2) See Section 2, Sub Section 7 for Construction Administration fee information.
6. Additional Work and Change Orders:

Additional Work or Change Orders may be required and/or requested by the client. They will be billed at the hourly rate of \$130.00 per hour for the architect and at Branch Engineering, Inc.'s standard hourly fee schedule rates. These items are defined as:

 - 1) Additional Work – this is any work that is outside of the previously understood scope of the project and is requested by the client.
 - a. Upon client approval to proceed, Agate Architecture, LLC is to create a new Sub-Contract which will administer the Additional Work.

AGATE ARCHITECTURE, LLC

- 2) Change Order – this is any unforeseen work that is deemed critical by a contractor, inspector, or the client that may require a Supplemental Information package to be submitted to the Building Department.
 - a. Agate Architecture, LLC is to perform work only via client written request. Upon client approval to proceed, Agate Architecture, LLC is to create a new Sub-Contract which will administer the Change Order Work.

A not to exceed fee without client approval maximum value will be assessed to Additional Work and Change Orders per occurrence.

7. Fees:

- 1) The fee for professional services provided by Agate Architecture, LLC and its' consultant will be provided as a Fixed fee of \$79,520.00. Construction Administration fees are exclusive of the Fixed Fee. See the fee schedule below in Section 7.4.
- 2) Construction Administration Services provided by Agate Architecture, LLC will be billed at the hourly rate of \$130.00 per hour and at Branch Engineering, Inc.'s standard hourly fee schedule rates.
- 3) Consultants to the Architect as outlined in Section 1 of the contract shall have their total fee marked up 10%.
- 4) Fee Schedule: The fixed fee shall be billed per the following schedule:
 - 15% due at 50% completion of Schematic Design Phase and Design Development Phase
 - 15% due at 100% completion of Schematic Design Phase and Design Development Phase
 - 20% due at 100% completion of the Design Development Phase
 - 40% due at 100% completion of the Construction Document Phase
 - 10% due at Permit Issuance.
- 5) Please note that if the project is terminated or the permit submittal is delayed for any reason, the client and architect shall negotiate the fee terms to avoid the delay of payment to the architect. The architect shall be compensated for all services and reimbursables rendered.

8. Additional Fees, Expenses, and Terms:

- 1) Design Professionals that the Architect and Client mutually agree will be Consultants to the Architect shall contract directly with the Architect. The Architect will mark up all Consultant Invoices by 10% overhead fee. This markup shall occur per invoice.
- 2) Payments to Agate Architecture, LLC for services rendered are due and payable **15 days** from the date of the invoice. Amounts unpaid 10 days after the invoice due date shall bear interest at the rate of 2% per every five-business day cycle until the full invoice plus interest amount is completely satisfied.
- 3) If payment is 15 days or later from the respective invoice due date(s), Agate Architecture LLC will stop all work on the project until all outstanding invoice balances are paid in full.
- 4) Invoices are issued to the client provided email address as noted in this agreement.
- 5) Reimbursable Expenses typically include print reproductions and jurisdictional fees paid by the architect on the request of the client.
- 6) In-House Printing Fees are:
 - Arch D black and white = \$6.00 p/ sheet
 - Arch D Color = \$16.00 p/ sheet
 - 11x17 black and white = \$50 cents p/ sheet
 - 11x17 color = \$2.00 cents p/ sheet
 - Small quantity Letter size is at no cost to client. Large quantity letter size will be charged at a rate of \$0.20 p/ black and white sheet and \$0.50 p/ color sheet.

AGATE ARCHITECTURE, LLC

- 7) All reimbursable expenditures will be itemized on invoices per billing cycle. Receipts will be made available upon request. The architect does not markup reimbursable expenses. Reimbursable expenses over \$500.00 shall be reimbursed to the architect within 5 business days of the transaction.
- 8) The owner is responsible for paying all jurisdictional fees for construction permits unless otherwise agreed upon between the architect and client during the duration of the project scope.
- 9) Professional fees outside of this agreement are the responsibility of the owner. This agreement can be amended anytime to include other professional services on a case-by-case basis.

Section 3: **Agreement:**

Between: Agate Architecture, LLC & and Udell Engineering and Land Surveying, LLC (client)

1. Agate Architecture, LLC will provide architectural services related to the construction of the above-mentioned project and will provide to the owner a set of permit drawings and applicable construction documents, which will be used in the construction of the project per the above.
2. Agate Architecture, LLC does not provide fully rendered realistic drawings; those can be provided by consultants.
3. Determination of applicable codes and / or the client's budget may restrict the project, in the event of inability to construct based upon restrictions; Agate Architecture, LLC and / or the client may terminate this agreement. Additionally, there are frequent conflicts between the various local, state, and federal codes and regulations and Agate Architecture will attempt to comply where possible, but it is impossible to guarantee 100% compliance. Termination notice shall be provided in writing via email or hardcopy to said Architect address below and client mailing address.
4. If this agreement is terminated at any phase for any mutually agreed upon bona fide reason, then only design expenses and reimbursable expenses accrued to that point will be billed. Agate Architecture, LLC shall be paid for services rendered, and not beyond that point, in the event of an unforeseen work termination.
5. The design is the intellectual property of Agate Architecture, LLC and may not be used without written permission, except the client and building owner may use the approved plans to facilitate normal business operations, including licensure, and egress plans. Agate Architecture, LLC and its consultants shall be deemed the authors and owners of their respective designs, including drawings and specifications (collectively, the "Instruments of Service"), and shall retain all common law, statutory, and other reserved rights, including copyrights. Agate Architecture, LLC grants the client a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the project per this contract. In the event the client uses the Instruments of Service without retaining approval by the authors of the Instruments of Service, swift legal action will be taken. Any use that is not authorized by Agate Architecture, LLC implies said firm and its' architects will be held harmless. Authorized use requires a mutually executed Hold Harmless agreement. All unauthorized use implies that the client releases and agrees to defend, indemnify, and hold harmless Agate Architecture, LLC and its consultant(s) from all claims and causes of action arising from such uses.
6. With permission from the client, Agate Architecture, LLC may photograph the completed project and use the images for marketing purposes.
7. All construction methods, safety, protection from weather during construction, staging, shoring, excavation, and sequencing will be the responsibility of the Contractor.
8. The Architect will take all reasonable steps to ensure that its Instruments of Service shall comply with applicable federal, state, and local statutes and regulations.
9. Agate Architecture, LLC shall indemnify and hold harmless the Owner for damages that arise because of the negligent errors or omissions by Agate Architecture, LLC, its employees, its agents, or its consultants.

AGATE ARCHITECTURE, LLC

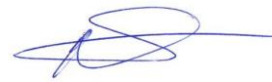
10. Litigation: In case of a dispute, standard mediation is required before any other litigation then binding arbitration is required, if the dispute cannot be settled amicably by arbitration and the dispute enters litigation, the unsuccessful party must pay attorney's fees. The initial venue shall be in Eugene, Oregon.
11. Agate Architecture's liability will be consistent with the Certificate of Coverage.

Please review the above proposal and sign below if acceptable. Please return a signed physical or digital copy to Agate Architecture, LLC,
Thank you.

This agreement entered as of the day and year written on page one.

Client (signature)

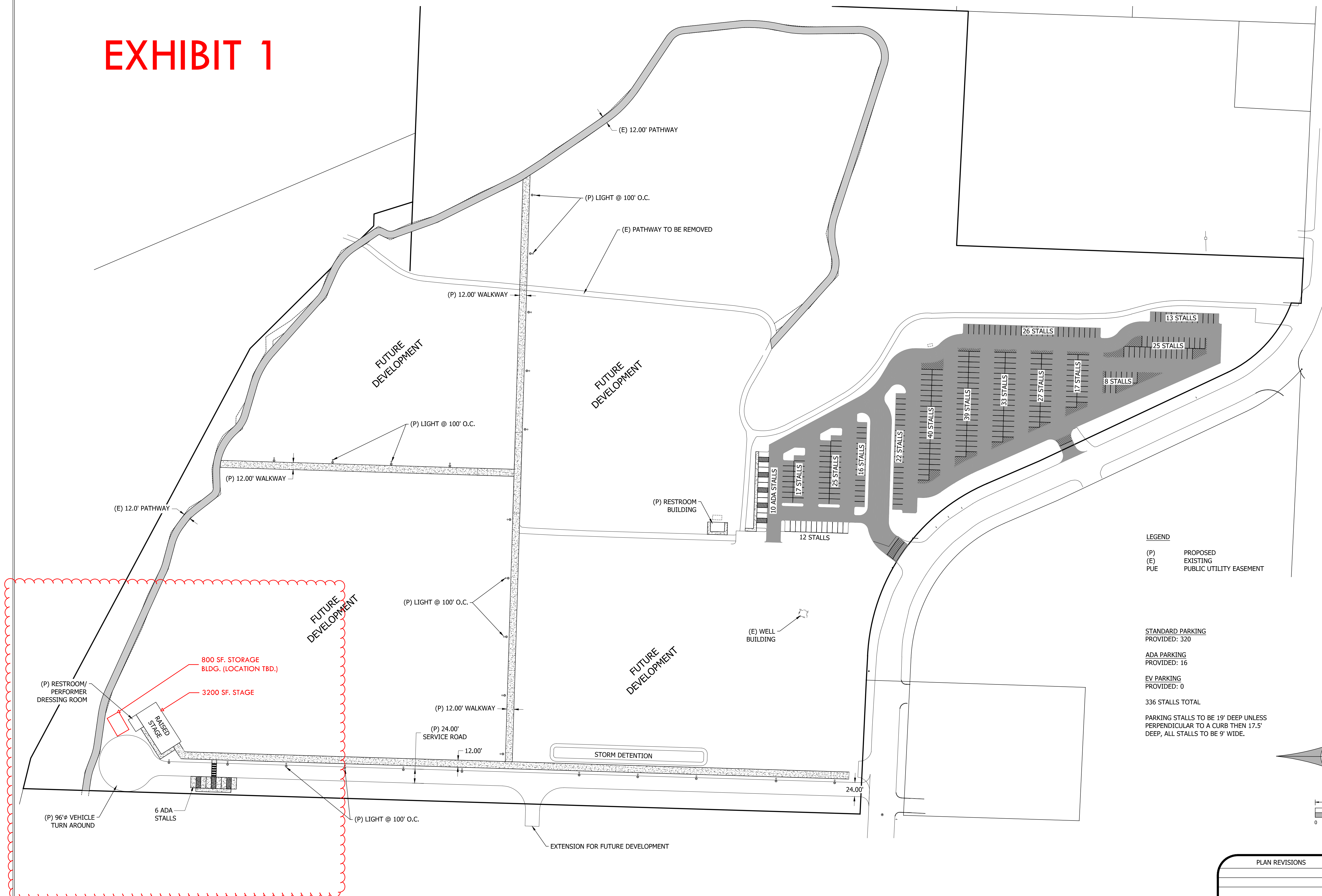
(printed name)



Architect (signature)

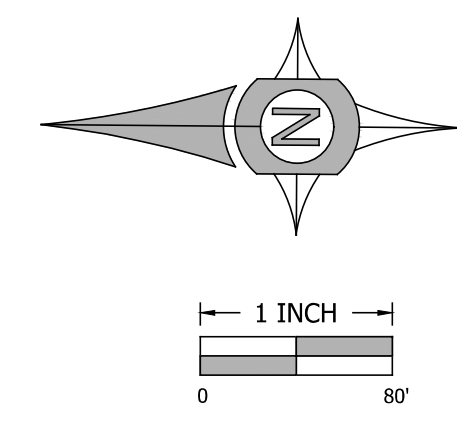
Michael Soraci, AIA
(printed name)

EXHIBIT 1



LEGEND
(P) PROPOSED
(E) EXISTING
PUE PUBLIC UTILITY EASEMENT

STANDARD PARKING PROVIDED: 320
ADA PARKING PROVIDED: 16
EV PARKING PROVIDED: 0
336 STALLS TOTAL
PARKING STALLS TO BE 19' DEEP UNLESS PERPENDICULAR TO A CURB THEN 17.5' DEEP, ALL STALLS TO BE 9' WIDE.



| PLAN REVISIONS | DATE |
|----------------|------|
| | |
| | |
| | |

Sheet **C1.2**
SCALE: SEE BARSCALE

CLIENT:
CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON 97355

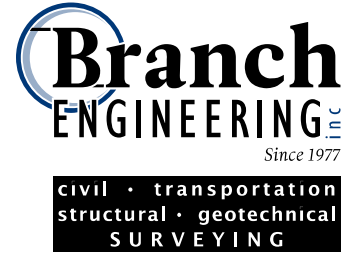
UDELL ENGINEERING AND LAND SURVEYING, LLC
63 EAST ASH ST.
LEBANON, OREGON 97355
(541) 451-5125 PH.
(541) 451-1366 FAX

PRELIMINARY PHASE 1 SITE PLAN
CITY OF LEBANON
CHEADLE LAKE MASTER PLAN
LEBANON, OREGON

DATE: NOVEMBER 5, 2024
PROJECT: 22-287 CHEADLE LAKE WATERLINE
DRAWN BY: INDI, MLM
CHECKED BY: BSV

EXHIBIT 2

AGREEMENT FOR PROFESSIONAL SERVICES



DATE: November 14, 2024

PROJECT NO: TBD

CLIENT: Agate Architecture, LLC
Michael Soraci, AIA
1577 Pearl St, Eugene, OR 97401

BILL TO: Client

CONTACT: Michael Soraci

phone: (541) 520-4558
cell: _____
email: michael@agatearchitecture.com

CLIENT hereby requests and authorizes Branch Engineering, Inc. (BEI) to perform the following services

LOCATION: CHEADLE LAKE PARK IMPROVEMENTS

SCOPE: Structural engineering design of a stage structure and storage building. Provide drawings, details, and structural calculations for the owner's use in permitting & construction.

COMPENSATION to be on the basis of: T&M - Project budget provided by you \$28,400 (minimum of 172 hours of billable services.)

Signing this agreement shall be specific authorization by CLIENT for BEI to proceed with the services described in this agreement and the attached 12 provisions. Invoices are due and payable by CLIENT in full on receipt. A \$50 fee will be charged for a returned (NSF) check. Interest at the rate of 1.5% per month will be charged to CLIENT on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

Accepted for CLIENT

SIGNED: MICHAEL SORACI, AIA



PRINTED: Michael Soraci, AIA

TITLE: Architect, Owner

DATE: 11.15.24

Accepted for BEI **Josh Annett**

SIGNED: 2024.11.14 17:47:39-08'00'

PRINTED: JOSHUA J. ANNETT

TITLE: STRUCTURAL DEPT. MANAGER

DATE: 11/14/2024

PROVISIONS

- 1. AUTHORIZATION TO PROCEED:** Signing this agreement shall be specific authorization by CLIENT for BEI to proceed with the services described in this agreement.
- 2. DIRECT EXPENSES:** Direct Expenses shall be those costs incurred by BEI on or directly for the CLIENT'S project, including but not limited to: necessary transportation costs (including mileage at BEI current rate when its company vehicles are used), meals and lodging, printing and binding charges. Reimbursement for these Expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by BEI.
- 3. COST ESTIMATES:** Any cost estimates provided by BEI will be on the basis of experience and judgment, but since BEI has no control over market conditions or bidding procedures, BEI cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
- 4. PROFESSIONAL STANDARDS:** BEI shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the community of the CLIENT'S project, for the professional and technical soundness, accuracy and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. BEI makes no other warranty, expressed or implied.
- 5. TERMINATION:** Either CLIENT or BEI may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay BEI in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this authorization shall be terminated upon completion of all applicable requirements of this authorization.
- 6. ARBITRATION REQUIRED:** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.
- 7. ELECTRONIC FILES:** BEI will perform a service and provide paper copies to client. BEI will retain all ownership, rights and control of electronic files.
- 8. LEGAL EXPENSES:** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that arise out of or relate to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such court proceedings). In event that this contract is in default and the account is turned over for collections, CLIENT is responsible for all collection costs and expenses and reasonable attorney fees.
- 9. PAYMENT TO BEI:** Progress invoices will be issued monthly by BEI for fees for all on-going work performed under the terms of this agreement until completion. Progress invoices are due and payable by CLIENT in full on receipt. Credit and Debit Card payments are subject to additional service charges. A \$50 fee will be charged for a returned (NSF) check. Interest at the rate of 1.5% per month will be charged to CLIENT on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.
- 10. LIMITATION OF LIABILITY:** The liability of BEI to the CLIENT for any cause or combination of cause is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- 11. RIGHT TO LIEN:** This agreement authorizes BEI to lien the owner's property in the event invoiced fees are not paid within the time specified by law.
- 12. ADDITIONS, DELETIONS & OMISSIONS:** This agreement is complete in itself with no verbal or other conditions outside this written contract. No omissions or deletions to this agreement have been made verbally or otherwise. This list of provisions includes a total of 12 (twelve) items.

EXHIBIT C

SERVICES PROPOSAL / AGREEMENT

November 20, 2024

Brian Vandetta PE, PLS
UDELL ENGINEERING AND LAND SURVEYING, LLC
63 East Ash Street
Lebanon, Oregon 97355

Re: Landscape Architectural Services for
Cheadle Lake Park Project, Phase I in
Lebanon, Oregon.

Brian,

Thank you for including The Satre Group in the
Cheadle Lake Park project. We would be honored to
be part of your team.

Project Understanding

We will provide phase I landscape architectural services in coordination with your civil engineering services and Michael Soraci of Agate Architecture will provide architectural services for the stage and storage building while Josh Annett of Branch Engineering will provide structural services for architecture. The phase I area shown in provided draft site plan with a red line includes the parking area, public road frontage adjacent to the parking area, access drive for stage, stage and stage gathering area, and trail connections from the stage area to parking.

Services

The landscape architecture services will include landscape construction documents and ensuring landscape plans are approved for permitting and construction. Construction administration support services will be provided hourly as outlined in the scope of services. Services are as follows:



PRELIMINARY SITE PLAN/ MEETING

The preliminary site plan has been developed which is shown in this proposal and will be the starting point for landscape plans.

- Attend a team meeting to meet with the client and design team, review the preliminary plan, program and schedule.
- Conduct a site visit following the team meeting.
- Confirm landscape code requirements while preparing the preliminary civil plan with survey information for landscape architectural plan development.

DESIGN DEVELOPMENT

Using the preliminary plan as a starting point, generate design development landscape plans:

LAND USE PLANNERS + LANDSCAPE ARCHITECTS

375 West 4th, Suite 201, Eugene, OR 97401

Phone: 541.686.4540

www.satregroup.com



- Landscape Site Plan.
- Planting Plan which includes planting for stormwater facilities and street trees for phase I
- Irrigation Plan for all landscape areas as part of phase I
- Landscape details as required
- Coordinate development of plans with team.
- Review draft plans with you and team.

DRAFT CONSTRUCTION DOCUMENTS

Prepare draft landscape construction plans (60%):

- Landscape Site Plan
- Planting Plan
- Irrigation Plan
- Landscape details
- Specifications
- Coordinate plans with team.
- Review plans with you and team.

FINAL CONSTRUCTION DOCUMENTS

Prepare final landscape construction plans (100%):

- Landscape Site Plan
- Planting Plan
- Irrigation Plan
- Landscape Details
- Specifications
- Coordinate plans with team.
- Review plans with you and team.

PERMITTING AND BIDDING

Assisting with permit approval process and bidding as necessary. Services include:

- Respond to municipality comments and provide revised landscape plans as necessary.
- Assist with submittal/ processing of permit plans and determined by the team.
- Assume two permit review cycles as part of this proposal.
- During bidding, respond to questions, substitution requests, etc.

CONSTRUCTION ADMINISTRATION ASSISTANCE

These services will be provided as hourly according to the rate schedule provided. Services typically include the following and will be provided as approved in advance:

- Remain on-call during construction and assist as requested.
- Respond to contractor inquiries related to landscape architectural work.
- Conduct site visits at specified intervals and generate field reports. Assume two to three regular site visits.
- Conduct one substantial and one final completion site visit and generate field reports.
- Conduct one final post-construction site visit to confirm all work has been completed.

Additional Services

In the event additional services materialize, we will confirm with how to proceed. Additional services could include:

- Unknown or unanticipated project requirements, such as additional investigations, feasibility analyses, or other needed efforts.
- Services not listed above requested by the client or you and approved by the client.
- Land use applications.
- Completeness review cycles beyond those listed.

- Changes to the plans requested by the client after submitting permit review.
- Changes to the plans after permit issuance.
- Extensive cost estimating or value engineering.
- Other tasks that are not enumerated in the scope of services herein.

Additional Services will be provided on a Time & Materials Basis and billed at the hourly rate shown on the enclosed Compensation Schedule.

Cost of Services

The above outline represents our best professional judgement as to the services required based on our current understanding of the project at this time. Services, excluding reimbursable expenses, application fees and hourly construction administration assistance, will be provided as a Lump Sum and will be billed monthly as services are provided according to the rates on the attached Compensation Schedule and terms as specified by you. The following fees are as follows:

| | |
|---|--------------------|
| Landscape Design of Parking Lot Area, Storm Detention Area and Associated | 26,100.00 |
| Irrigation Design of Landscape Areas | \$12,600.00 |
| Total Fees | \$38,700.00 |
| Construction Administration Assistance | Hourly as Directed |

Commencement of Services

We will schedule the work upon receipt of signature below.

We hope this proposal meets your expectations. Please sign below and return to The Satre Group. Again, thank you for the opportunity to be part of the team.

Sincerely,



John Schmidt, ASLA
President/ Landscape Architect
The Satre Group

Encl: Compensation Schedule

Proposal Acceptance

By signing below, Client authorizes The Satre Group to proceed in accordance with this proposal, including the Compensation Schedule and provided Contract Conditions.

Client Name: UDELL ENGINEERING AND LAND SURVEYING, LLC

Mailing Address: 63 E. ASH ST. LEBANON, OREGON 97355

Client (Project) Representative: BRIAN VANDETTA PE, PLS
MEMBER, UDELL ENGINEERING AND LAND SURVEYING, LLC

Telephone: 541-451-5125

Email: brian@udelleng.com

Signed By Authorized Representative (Print Name): BRIAN VANDETTA

Signature: _____

Title: MEMBER

Date: 11-20-2024

COMPENSATION SCHEDULE

2024

Professional Services and Reimbursable Expenses:

1. PROFESSIONAL SERVICES

| | |
|---|------------------|
| Principal/ President/ Landscape Architect | \$ 180.00 / Hour |
| Associate | \$ 125.00 / Hour |
| Senior Project Staff | \$ 115.00 / Hour |
| Project Staff III | \$ 100.00 / Hour |
| Project Staff II | \$ 85.00 / Hour |
| Project Staff I | \$ 75.00 / Hour |
| Intern Staff | \$ 65.00 / Hour |
| Administrative Staff | \$ 75.00 / Hour |

2. PROFESSIONAL SERVICES BY SUB-CONSULTANTS

For the services of outside consultants, charges will be made at 1.1 times the sub-consultant's invoice. Assume no outside consultants currently in our proposal.

3. REIMBURSABLE EXPENSES

| | |
|--|------------------------|
| Vehicle Mileage | Federal Rate |
| Commercial Transportation | Actual Cost |
| Meals and Accommodations | Actual Cost |
| Commercial Printing and Copying | Actual Cost |
| Office Black & White Plotting | \$ 6.00 per std. copy |
| Office Color Plotting | \$ 12.00 per std. copy |
| Office Black & White Copying, Printing | \$.18 per std. copy |
| Office Color Copying, Printing | \$.66 per std. copy |
| Postage, Shipping and Delivery | Actual Cost |
| Maps, Reports, Record Documents | Actual Cost |
| Permit Fees | Actual Cost |

4. CONTRACT CONDITIONS

As provided and reviewed by The Satre Group.