

# CONSULTANT SERVICES AGREEMENT FOR A LIMITED SCOPE PROJECT

City of Sweet Home ("Owner") and  
Civil West Engineer Services, Inc. ("Consultant") agree as follows:

1. **Project.**

Project Name: 2<sup>nd</sup> Avenue RRFB ("Project")  
Project Address: East corners of intersection of 2<sup>nd</sup> Avenue and  
Holley Road

agreed-upon additional compensation for  
performance of those services.
2. **Services.** Consultant agrees to provide all labor, materials  
equipment, and tools necessary to perform services described in  
Attachment "A", Services (hereinafter "Services").
3. **Compensation.**
  - a. Owner will pay Consultant for performance of Services  
based on a time and materials monthly billing of work  
completed. An estimated cost is provided below but this is  
an estimate only all work will be billed on a time and  
material basis in alignment with the scope of services, see  
Attachment "A" and the current rate table, see Attachment  
"B". The estimated budget is \$11,193, payable upon  
receipt of invoice. Additional services, if any, outside of  
the scope of service, Attachment "A", will be invoiced on a  
time and material basis, based on the hourly rates or in  
the amounts described in Attachment "B".
  - b. Compensation includes all labor, materials, equipment,  
tools, costs, expenses, and services of Consultant and its  
sub-consultants necessary to perform the Services.  
Consultant will submit monthly payment requests to  
Owner together with sufficient back-up information to  
support requests. Owner will pay Consultant within thirty  
(30) days from receipt of invoice date, subject to any  
adjustments.
  - c. Reimbursable Expense.  
  
Owner will reimburse Consultant for the following direct  
reimbursable expenses in addition to compensation under  
Section 3.a.:
    - 1) The actual cost of printing documents for Owner  
review, permits, bidding, construction and record  
drawings.
    - 3) The actual cost for travel expenses, if required.All other expenses relating to Consultant's performance of  
services are included in the amount paid to Consultant  
under Section 3.a.
  - c. Additional Services.
    - 1) Additional Services shall include all services not  
included in Basic Services.
    - 2) Prior to commencing any Additional Services,  
Consultant will:
      - a) Submit to Owner a written proposal describing  
the Additional Services and any additional fee,  
including reimbursable costs, that Consultant will  
charge for performance of those services based  
upon the hourly rates set forth in Attachment "B",  
and
      - b) Obtain from Owner written authorization to  
perform the Additional Services setting forth the
- 3) Consultant expressly acknowledges that it will not  
be entitled to any compensation for any Additional  
Service unless it has complied with Section 3.d.2.  
Moreover, Consultant will not be entitled to  
compensation for Additional Services to the extent  
that such Additional Services are necessary  
because of any error or omission of Consultant or  
its sub-consultants.
- e. Payment. Consultant will submit payment requests to  
Owner once per month for services performed.  
Consultant will promptly pay sub-consultants their  
portion of fees and expenses that Owner has paid to  
Consultant. Consultant will submit its payment request  
on form approved by Owner.
4. **Schedule.** Consultant will prepare and present deliverables  
for review and approval as described in Attachment "A".  
Time is of the essence.
5. **Notice.** The parties hereby designate the following  
addresses and numbers to be used for sending Written  
Notice to the other party:  
  
**Owner:**  
**City of Sweet Home**  
**Blair Larsen**  
**Community & Economic Development Director**  
**3225 Main Street**  
**Sweet Home, OR 97386**  
  
**Consultant:**  
**Civil West Engineering Services**  
**Matt Wadlington, P.E.**  
**PO Box 1589**  
**Coos Bay, OR 97420**  
**mwadlington@civilwest.net**
6. **Work Restrictions.** Consultant will ensure that it and its  
agents, employees, and sub-consultants:
  - a. Act ethically and legally in performing duties under this  
Agreement; and
  - b. Do not use or consume alcohol or illegal drugs upon  
Owner's Property or enter upon or perform any services  
while under their influence; and
  - c. Wear appropriate clothing and safety protection, while  
on the Project Site.
7. **Insurance.** Prior to performing any services, the Consultant  
shall obtain the following minimum insurance coverage,  
which the Consultant shall maintain during the term of this  
Agreement.
  - a. Workers' Compensation Insurance as required by  
statute and Employers' Liability Insurance;
  - b. Commercial General Liability Insurance, or an  
equivalent (including contractual liability coverage)  
occurrence policy with limits of not less than One  
Million Dollars (\$1,000,000.00) per occurrence (bodily  
injury), One Million Dollars for property damage,

contractual, etc., and not less than Two Million Dollars (\$2,000,000.00) general aggregate. Consultant shall also provide a Two Million Dollars (\$2,000,000.00) umbrella liability coverage.

- c. Automobile Liability Insurance with at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit coverage.
- d. Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000).

- 8. **Ownership and Confidentiality.** Owner will retain ownership and intellectual property rights in all materials provided by Owner to Consultant and to all work products of Consultant for services performed under this Agreement, such products and services of Consultant constituting works made for hire. Consultant will not reuse any portion of the materials provided by Owner or work products developed by Consultant for Owner pursuant to this Agreement or disclose any such materials to any third party without the prior written consent of Owner. Owner may withhold its consent in its absolute discretion.
- 9. **Independent Contractor Relationship.** Consultant is not an agent or employee of Owner but is an independent contractor.
- 10. **Indemnity and Hold Harmless.** Consultant will indemnify and hold Owner and Owner's representatives, employees, and agents harmless from and against any and all liability, demands, liens, causes of action, or claims, including the costs and expenses of defending the same (including attorney fees, expert and consultant fees, copy costs, and other expenses), to the extent arising out of Consultant's negligent performance of services or failure to perform hereunder, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. Consultant will further indemnify Owner from losses due to any injury to Owner's property caused by Consultant, its employees, and agents.
- 11. **Entire Agreement.** This Agreement contains the complete agreement between the parties relative to the Services as set forth herein.
- 12. **Assignment.** Consultant will not assign any rights or obligations under this Agreement without the prior written consent of Owner.
- 13. **Termination.** Owner may terminate this Agreement at any time for any reason on written notice to Consultant. In that event, Owner will pay Consultant a part of the Compensation hereunder in proportion to the services performed through the date of termination.

14. **Claims and Disputes.**


- a. In the event there is any dispute arising under this Agreement that cannot be resolved by agreement between the parties, the Owner will convene a dispute resolution conference within thirty (30) days in Linn County, Oregon. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference.
- b. Pending final resolution of a dispute hereunder, Consultant will proceed diligently with the performance of its obligations under this Agreement.

15. **Applicable Laws and Regulations.** Consultant will ensure that itself, its agents, employees, and sub-consultants comply with all applicable laws and regulations.

16. **Governing Law.** The parties acknowledge that this Agreement is governed by laws of Linn County and the State of Oregon. To the maximum extent permitted by law, (i) this Agreement and all matters related to its creation and performance will be governed by and enforced in accordance with the laws of the State of Oregon, excluding conflicts of law rules, and (ii) all disputes arising from or related to this Agreement will be decided only in a state or federal court located in Oregon and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Oregon and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.

17. **Enforcement.** Should either party commence litigation to enforce or rescind any provision of this Agreement, the prevailing party will be entitled to recover its attorney's fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, in that action and on all appeals, from the other party.

18. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature.

Owner: <b>City of Sweet Home ("Owner")</b>	Consultant: <b>Civil West Engineering Services, Inc.</b>
By:	By: 
Authorized Representative	Authorized Representative
Name:	Name: Matt Wadlington
Title:	Title: Principal
Address:	Address: <b>PO Box 1589 Coos Bay, OR 97420</b>
Telephone No:	Telephone No: <b>(541) 266-8601</b>
Date:	Date: 12/20/2022



**South Coast Office**  
486 E Street  
Coos Bay, OR 97420

**Willamette Valley Office**  
200 Ferry Street SW  
Albany, OR 97321

**Rogue Valley Office**  
830 O'Hare Parkway, Suite 102  
Medford, OR 97504

**North Coast Office**  
609 SW Hurbert Street  
Newport, OR 97365

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## **ENGINEERING SCOPE OF SERVICES**

Date: November 16, 2022

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To: Greg Springman, PWD, City of Sweet Home  
Preston Van Meter, PE, West Yost Associates

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From: Matt Wadlington, PE; Principal, Civil West Engineering Services, Inc.

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RE: **City of Sweet Home 2<sup>nd</sup> Ave RRFB Crossing Improvements**  
Civil West Project Number: TBD

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The purpose of this engineering proposal is to describe the tasks that Civil West Engineering Services proposes to design a rapid flashing beacon (RRFB) to the intersection of 2<sup>nd</sup> Avenue and Holley Rd (HWY 228).

### **Project Overview**

The City of Sweet Home is looking to install a pedestrian RRFB at the newly constructed crosswalk across Holley Road at the intersection of 2<sup>nd</sup> Avenue. The ramps were recently installed as part of an ODOT project along that section.

### **Part A: Scope of Work**

Civil West and the City of Sweet Home have discussed this project and based on those discussions, we present the following tasks to facilitate these improvements. The following task descriptions describe the anticipated tasks, the associated deliverables, and assumptions made when estimating the level of effort required to complete the task.

#### **Task 1 - Project Management and Administration**

Under this task, we will provide the necessary project management and administrative services to conduct an orderly and well-managed project. This will include organizational issues, coordination, financial, and other administrative services.

#### **Task 2 - Preliminary Engineering**

The project team will develop a conceptual design for the crossing to share with ODOT. This is recommended to make sure there aren't any fatal flaws from their perspective and to negotiate any fine details of the design. It is anticipated that the drawings provided by the City will be very close to the final deliverable for this task.

Deliverables:

- Draft layout of proposed changes.

Assumptions:

- Drawings produced will not be stamped or of adequate detail for construction.
- The City will be responsible for coordination with ODOT.
- Includes one site visit
- Linework for existing improvements is available from ODOT.

**Task 3 - Final Design.**

Civil West Engineering will prepare a site plan and design/construction drawings in accordance with ODOT requirements. The design will include intersection elements, including:

- Installation of 2 solar powered RRFB pole units.

**Task 4 – Procurement Support.**

Civil West Engineering will assist the City with the procurement of the contractor to install the RRFBs. This would include providing language for a request for quotes and sent to a minimum of three contractors.

Assumptions:

- Estimated costs will be below \$50,000 for the construction, thus allowing for an informal request for quotes to satisfy public procurement requirements.
- Quotes will be accepted by email to the City.

**Task 5 – Construction Phase Support**

Civil West Engineering will provide construction phase support to address requests for information (RFIs) and to provide inspection services.

Assumptions:

- Estimated maximum of 3 RFIs.
- Assumes one pre-construction meeting with Contractor
- Includes one post construction site inspection to verify adherence to plans.

**Task 6 – Reimbursables**

This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, lodging, reproduction and office expenses, and other reimbursable costs.

This engineering scope of services is limited to the tasks and areas discussed above. It is possible that additional services may be required as part of this project as the process moves forward. We can provide other services, as needed and upon request. Additional services that may be necessary and are excluded from this scope of services include:

- Funding agency coordination,
- As-Built document preparation after construction.

**Part B: Fee Proposal**

A summary of the engineering fee proposal is provided below:

Task No.	Task Description	Proposed Fee
1	Project Management & Administration	\$1,300.00
2	Preliminary Engineering	\$2,407.00
3	Final Design	\$3,300.00
4	Procurement Support	\$2,364.00
5	Construction Phase Support	\$1,022.00
6	Reimbursables	\$800.00
<b>Total Proposed Project Budget</b>		<b>\$11,193.00</b>

The above budget breakdown is based on the estimated hours to complete each task. We propose that the project will proceed on a time and materials basis with a non-to-exceed maximum for each authorized task. If additional support is required beyond these estimated budgets, we will coordinate with the Client on an amendment to the agreement.

**Part C: Project Schedule**

We are able to begin our assistance on this project immediately. Given the uncertainty of receiving review comments from ODOT, these times represent a schedule based on an assumed three-week turnaround.

- Task 1 (Project Management and Administration): Project duration
- Task 2 (Preliminary Engineering): 6 weeks
- Task 3 (Final Design): 2 months

We are grateful for this opportunity to provide these services to the City of Sweet Home and are pleased to be a part of your team. Please let us know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed scope of services is acceptable, please sign below and return a copy to our office for our records.

Sincerely,  
**Civil West Engineering Services, Inc.**



Matt Wadlington, PE  
Principal



ATTACHMENT "B"

Civil West Engineering Services, Inc. - 2023 Rate Schedule	
STAFF/ITEM	BILLING RATE
<b>ENGINEERING</b>	
Expert Witness	\$400
Principal Engineer	\$175
Regional Manager	\$170
Senior Project Manager	\$165
Senior Project Engineer	\$153
Senior Engineering Technician	\$128
Project Manager	\$160
Project Engineer	\$142
Staff Engineer	\$120
Engineering Technician	\$88
Drafter	\$77
Inspector 1	\$165
Inspector 2	\$144
Inspector 3	\$124
Engineering Intern	\$54
Clerical	\$54
<b>Surveying</b>	
Senior Surveyor (PLS)	\$160
Senior Survey Technician	\$128
Survey Technician	\$109
1-person Survey Crew	\$170
2-person Survey Crew	\$200
3-person Survey Crew	\$237
<b>REIMBURSABLES</b>	
Mileage	\$0.625 - or current IRS Rate
Survey Equipment	\$200/day
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
Expert Witness Support Expenses	Cost
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by Client Using Standard Billing Rates.	

**Attachment B**  
General Engineering Services Agreement  
Hourly Unit Costs



Note- above rates expire on 12/31/20. All work started before that date shall utilize these rates. All new tasks or scopes of work developed after this date will utilize new rates, if they have been established.