

# Linn County Road Department Certified Agency Manual

## Section 2

### **Phase I - Consultant Selection**

**Policy and Guidance for Obtaining Professional, Technical, and Expert Services  
Contracts by Direct Procurement**

**Linn County Road Department - Engineering Services**

The following policy guidance has been developed for Linn County Road Department - Engineering Services to follow so as to comply with Local Linn County Code and Policy, Oregon Administrative Rules, Oregon Revised Statutes and the Requirements of the Local Agency Certification Program Agreement between the Oregon Department of Transportation and Linn County (Agreement No 26463). This policy applies to contracts for less than \$50,000.

This guidance only applies in the case where primary engineering services are completed by Linn County Engineering Staff. If a prime engineering firm is to be used for completing all services related to engineering design then this guidance does not apply and the engineering firm would be required to be selected by the two tiered approach method described in LCPR and OAR.

A separate section on applicable requirements is provided with this policy.

**A direct appointment of a service consultant may be made under the following conditions:**

- a. The work is for a service contract to be provided by the Consultant that must be in support of the engineering design and construction of an overall project. It cannot consist of the primary engineering design.
- b. Amount of Service Contract - Service shall not exceed a total value of \$50,000.
- c. The Consultant must meet the following criteria:
  - (i) The Consultant must have previously completed work for federally funded projects completed under ODOT contract. This will help insure compliance and approval by ODOT for applicable ODOT policy and requirements that would pertain to federal and state funded projects.
  - (ii) Consultants must be available or have an office in Oregon, to comply with Local Employment requirements. (OAR 137-046-0300)
  - (iii) Consultants shall have a proven performance record based on past performance of work for Linn County on previous projects, directly for Linn County or through a prime contractor. As an option to this requirement item (i) may be followed.
  - (iv) A Consultant may be considered for addition to the list of qualified Consultants by sending information pertaining for review and approval by the Linn County Engineer. The Linn County Engineer will select three other staff from the Linn County Road Department to review the qualifications to determine if the Consultant would be qualified to provide services related to an project being designed by Linn County Engineering Services.

- (v) The Linn County Engineer will keep on record a list of eligible consultants eligible to provide service work in support of projects being designed by Linn County Engineering Services. This will consist of consultants on ODOT's List of Qualified Consultants and Subcontracting Consultants as well as consultants that have completed work in the past 5 years for Linn County Road Department.
- d. The Linn County Engineer will direct negotiations with the Consultant selected based on Linn County Code 137-048-0200. Resources will be used to insure a competitive price is obtained for the work based on a review of rates and fees for past Linn County projects completed by Linn County or by ODOT for Linn County, standardized rates and fees for work for services made available by ODOT, and any other provision that the County believes to be in the best interest of the County to negotiate.
- e. The contract for consulting services shall be subject to review and approval by the Roadmaster, Linn County Road Department. The Roadmaster may also serve in the capacity of the Linn County Engineer to select a consultant for support services for an project to be design by Linn County Engineering Services or for support services required to be completed for an overall project.

Approved by:



C. R. Knoll, PE  
Linn County Engineer

September 17, 2010

## **APPLICABLE REQUIREMENTS, CODE, RULES, and STATUTES**

### **Local Agency Certification Master Agreement (ODOT/Linn Co Agreement No 26463, April 9, 2010)**

Under the section on Professional, Technical, and Expert Services Contracts, Item 1 indicates the following:

1. County shall conduct consultant selection processes to obtain Architectural and Engineering (A&E) and Non-A&E personal services consultants in accordance with all applicable state and federal laws, regulations and policies in the solicitation and award process of any Supplemental Project Agreements containing federal funds. County shall follow County's documented processes for consultant selection, which have been reviewed and approved by State and FHWA.

**Linn County Code, LEPR 137-048, Consultant Selection: Architectural, Engineering, Land Surveying, and Related Service Contracts.** Rev March 1, 2005 (TITLE 10 Special Ordinances, Regulations, Rules, Policies, and Bargaining Agreements.)

Under II. Selection Procedures, 137-048-0200 Direct Appointment Procedure

- (1) The County may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:
  - (b) The Estimated Fee to be paid under the Contract does not exceed \$75,000.
- (2) The County may select Consultants for Contracts under this rule from all Consultants offering the required Architectural, Engineering, or Land Surveying services, or Related Services that the County can reasonably can identify under the circumstances.
- (3) The County shall direct negotiations with Consultants selected under this rule toward obtaining written agreement on:
  - (a) Consultant's performance schedule and performance obligations.
  - (b) Payment methodology and maximum amount payable to Contractor for --- services ---.
  - (c) Any other provisions the County believes to be in the County's best interest to negotiate.

**137-048-0120 Applicable Selection Procedures; Pricing Information -**

*Note: This rule refers to pricing the work to be completed by a consultant. In general terms the fees and value of contract are not to be determined until the consultant is selected and scope of work determined. For direct appointments, the procedure provided under that section are to be followed.*

**OAR 137-048-0200 Selection Procedures, Direct Appointment Procedure**

- (1) Contracting Agencies may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:
  - (b) Small Estimated Fee. The Estimated Fee to be paid under the Contract does not exceed \$50,000.
  - (e) Local Contracting Agencies. For Local contracting Agencies, the Architectural, Engineering, and Land Surveying Services or Related Services to be performed under the Contract:
    - (C) Consultant will be assisting contracting Agency by providing analysis, testing services, testimony, or similar services for a Project that is, or is reasonably anticipated to be, the subject of a claim, lawsuit, or other form of action, whether legal, equitable, administrative or otherwise.

*Note: For compliance with this part, completion of a subcontract for services such as a hazardous materials corridor assessment, an archeological survey, a cultural resources survey, or geological testing which are not the engineering design of the project, this work can be referred to as services for a project that is reasonably anticipated to be the subject of a claim or other form of action (by citizen or regulatory agency) if the analysis or service is not completed and document to show compliance with applicable state and federal rules. This part would not be applicable for selection of a prime contractor to oversee engineering and subcontracts for an entire project. The two-tiered approach method for consultant selection would be required for this case.*

- (2) Contracting Agencies may select Consultant's for Contracts under this rule from the following sources
  - (a) Contracting Agency's list of Consultants that is created under OAR 137-048-0120

- (b) Another Contracting Agencies List of Consultants that the Contracting Agency has created under OAR 37-048-0120, or
- (c) All consultants offering the required services - - - - .

*Note: For compliance with this part under item (2), Linn County Engineering Services has selected to use only Consultants that have*

- (i) Previously completed work for federally funded projects completed under ODOT contract. This will help insure compliance and approval by ODOT for applicable ODOT policy and requirements that would pertain to federal and state funded projects.*
- (ii) Consultants that are available or have an office in Oregon, to comply with Local Employment requirements. (OAR 137-046-0300)*
- (iii) Consultants that have a proven performance record based on past performance of work for Linn County on previous projects, directly for or through a prime contractor,*

#### **Small Procurements (ORS 279B.065, LCPR 137-047-0265)**

Small Procurements for goods or services may be made by direct selection or appointment for an amount of less than \$5,000. An amendment of up to \$1,000 may be made so as long as the total contract price does not exceed \$6,000.

#### **ORS 279C.120 Selection Procedure for Related Services**

- (1) A Contracting Agency (Linn County) may select consultants to perform related services:
  - (c) On the basis of price competition , price and performance evaluations, and evaluation of the capabilities of the bidders to perform the needed related services or an evaluation of the needed capabilities of the bidders to perform the needed related services followed by negotiations between parties on the price for those related services.
- (2) Subject the requirements of subsection (1) ----- . Adjustments to accommodate a contracting agency's objectives may include provision for the direct appointment of a consultant does not exceed a threshold amount as determined by the contracting agency.

*Note: For compliance with this part, a direct appointment may be made under LCPR 137-048-0200 Direct Appointment Procedure and OAR 137-048-0200 Selection Procedures, Direct Appointment Procedure as long as the service is less than \$50,000.*

Date: January 10, 2014

Re: Criteria for Consideration in the Selection of Professional Engineering Support Services

By: Chuck Knoll, PE, Linn County Engineer

Linn County Engineering usually selects Engineering Services under the direct procurement method as provided by LCC (Linn County Code 137-048-0200), and OAR (Oregon Administrative Rule 137-048-0200). LCC allows direct procurement as long as the estimated fee under the contract does not exceed \$50,000. Under LCC, the amount of the direct services contract may also be as much as \$75,000 if it is a continuation of a project. OAR allows direct procurement as long as the estimated fee under the contract does not exceed \$100,000. The amount of the direct services contract may also be as much as \$250,000 if it is a continuation of a project.

For any contract in excess of \$50,000, special approval from the Board of Commissioners for a direct service contract is required. It should be mentioned that the OAR increased the estimated fee for qualification as a direct service contract from \$50,000 to \$100,000 a few years back and after the LCC limit was established in 2005. The basis for the increase was the cost related to the RFP (request for proposals) process for advertising and selection of consultants to both the Agency and the engineering firm in relation to the actual work that would be done. This value has not been changed in the LCC at this time.

Engineering Firms may be selected under the Direct Appointment Procedure based on the following:

- Past demonstration of work for Linn County on previous projects completed during the past few year that were on time and within budget.
- The firm must also be selected based on the professional staff and qualifications related to the project.
- Their knowledge and experience in working with the FHWA and or ODOT engineering staff that may be involved with the project.
- Work completed on projects located in the project area so they are familiar with this project area.
- If the professional staff also live and work in the close proximity of the Albany office of the Linn County Road Department or the project site, which will make this project more cost effective to deliver by this firm. This will also provide support of the local economy.
- If the Engineering firm is on ODOT's approved List of Engineering Firms

Linn County will keep a list and file of qualifications of other engineering firms as provided by the engineering firm or as requested by Linn County. This file will be used to select the most qualified firm for each specific project.

Consideration is also made to meet requirements associated with:

- Disadvantage business enterprise (DBE),
- minority business enterprise (MBE),
- women business enterprise (WBE), and
- emerging small business enterprise (ESB)

This is managed in view of participation goals or good faith efforts with respect to DBE, WBE, and ESB participation, and federal requirements when federal funds are involved.

Since work under a direct service agreement is less than \$50,000 this is generally excluded from consideration. This is based on past experience with ODOT's Civil Rights and DBE program.

Linn County Road Department strongly encourages, and is committed to, the participation of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Emerging Small Businesses (ESB's) in contracting opportunities. Preference is also provided if this firm is located in Linn County or Oregon.

The mission of the Emerging Small Business Program is to create new and innovative contracting opportunities for Oregon's small business community. It's also a goal of the program to assist emerging small businesses in overcoming barriers to participating in the state's extensive public contracting procurement programs.

As with every program, Linn County's policy is not to discriminate on the basis of race, color, sex and/or national origin when awarding and administering those contracts.

Beginning in 2011, in order to be certified as a qualified ESB business must:

- Have its principal place of business located in Oregon
- Have an average annual gross receipts over the last three years in either of two Tiers:
  1. Not exceeding \$1,699,953 for construction firms and \$679,981 for non-construction firms; or
  2. Not exceeding \$3,399,907 for construction firms and \$1,133,302 for non-construction
- Have fewer than 20 employees for Tier I or 30 employees for Tier II
- Be an independent business (not a subsidiary of a larger firm)
- Be properly licensed and legally registered in this state
- The current statute allows a firm to participate in the program a maximum of 12 years.

Linn County uses the OMWESB Certified Firms(s) Information Query to determine if a Certified Firm such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and/or an Emerging Small Business (ESB) is located in Oregon or located more in the close proximity of Linn County. If the firm provides comparable service for a comparable price then that Certified firm would be selected for the project.

A memo in justification of each consultant selected under the direct procurement method will be kept in the project files for future project review by outside agencies.

A DBE Report form is completed and submitted to ODOT's Civil Rights Program for each contract.

The contract conditions have been developed with ODOT Civil Rights to comply with federal and state requirements.

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the following parties:

**LINN COUNTY ROAD DEPARTMENT**, (County), 3010 Ferry Street SW, Albany, Oregon, 97322; and,

**HERITAGE RESEARCH ASSOCIATES, INC.**, (Contractor), 1997 Garden Avenue, Eugene, Oregon 97403, an Oregon corporation, whose Federal Employer Identification Number is 93-0954027.

<b>PROGRAM ABSTRACT:</b>	Larwood Covered Bridge (#12876) Preservation Project Professional Support Services for Archeological and Historical Investigations and Reports
<b>TOTAL CONTRACT SUM:</b>	An amount not to exceed \$5,000

**WHEREAS**, The County requires the work and services described herein, and the Contractor is willing, skilled and agrees to perform all the work and services described herein; now, therefore, IT IS AGREED:

- 1. Term of contract:** This Agreement shall be effective, and Contractor shall commence performing services, on or about September 7, 2012. The contract shall terminate on December 1, 2012, except as provided by the termination and non-funding provisions set out below.
- 2. Compensation:** As consideration for the performance of all terms and conditions set forth in the Contract, County shall pay Contractor a total amount not to exceed \$5,000 as set forth in Exhibit A, attached hereto, upon receipt of a statement to be submitted by Contractor. Contractor shall provide such reasonable substantiation regarding time devoted to providing services as the County may require.
- 3. Contractor services:** Contractor agrees to perform the following services to the satisfaction of the County:
  - a. Perform archeological and historical investigations and reports for the Larwood Covered Bridge (#12876) Preservation Project; and
  - b. Perform services as set forth in attached Professional Services Scope of Work and Hour and Fee Schedule (Exhibit A, attached hereto).
- 4. Declaration of the nature of the contractual relationship:** Contractor is an independent Contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.



**5. Workers compensation provisions:**

- a. Contractor may employ workers, and if Contractor employs workers, Contractor shall obtain and at all time keep in effect Workers' Compensation insurance.
- b. The parties hereto specifically agree that this Contract will render Contractor and Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for Contractor or Contractor's employees.
- c. Contractor knowingly waives any rights, as against Linn County, under the Workers' Compensation Law.
- d. Contractor agrees that all employers, working under this contract, including but not limited to Contractor, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. Contractors who are not subject workers under ORS 656.027 who will provide services under this Contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release County of any and all claims that would be covered by the workers' compensation laws of the state of Oregon if contractor was a subject worker under ORS 656.027.

**6. Other insurance provisions:**

- a. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims arising from:
  - i. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
  - ii. Failure or refusal of one party to perform or fulfill its responsibilities under this Agreement or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.
- b. **General Liability.**
  - i. Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance shall be in the amount of one million dollars (\$1,000,000) per occurrence.
  - ii. Contractor shall name County, and its officers, employees, and agents as additional insureds on any activities being performed under the Contract. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon. Linn County shall be listed as a Certificate Holder.
- c. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Agreement.
- d. **Policy Changes.** In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify County orally and in writing within three (3) days.
- e. **Contractor Insurance.** Contractor has obtained required insurance through Policy Number(s) listed below, written by American Benefits Company, Portland, Broker.

General Liability	525BAD17350	Hartford
Auto	525BAD17350	Hartford
Workers Comp	52WECCT6842	Hartford
Professional Liability	EO-849433	Lloyds

7. **Other contractor duties:** Contractor further agrees to:
  - a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes (“Public Contracts and Purchasing”) which are incorporated by this reference in the Contract: ORS 279B.220, 279B.230, and 279B.235;
  - b. Not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for above; and
  - c. Provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.
8. **Termination; for cause, non-funding:** It is further agreed that the County may immediately terminate this Agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor’s address given above, specifying the cause:
  - a. Unsatisfactory performance or nonperformance. The Linn County Board of Commissioners is the sole judge of Contractor’s unsatisfactory performance or nonperformance; or
  - b. Loss of available funding.
9. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
10. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating the this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor’s performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State’s Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of our related to this Contract, whichever date is later.
11. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the County.
12. **Severability:** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
14. **Governing law:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this Agreement shall be brought in and conducted solely and exclusively within the Circuit Court of

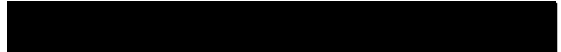
Linn County for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the State of Oregon.

15. **Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

HERITAGE RESEARCH ASSOCIATES

LINN COUNTY ROAD DEPARTMENT



Kathryn Toepel  
President

Darrin L. Lane, P.E.  
Roadmaster

9-27-2012

Date

10/3/2012  
Date

Reviewed by County Engineer



Charles R. Knoll, P.E.

**EXHIBIT A**

**Larwood Covered Bridge (#12876) Preservation Project  
Archaeological and Historical Professional Services Scope of Work  
Key Number 17741  
September 7, 2012**

This Work Order Contract (WOC) is entered into by and between Linn County and the Consultant. This WOC incorporates by this reference:

- a. all of the Terms and Conditions contained in the above referenced Scope of Work;
- b. the provisions from all Exhibits;
- c. the Statement of Work and Delivery Schedule;
- d. the Breakdown of Costs (BOC) (*Provided in Attached Rate Table*).

**WOC EXPIRATION DATE:** When Consultant has completed all services and submitted all deliverables required under the WOC (including all warranty or corrective work, if any) or on **12/01/2012**, whichever is later.

Does this WOC include federal funds? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	DBE Goal (Fed funded only) 0%
MWESB Aspirational Target (for State or Fed funded where WOC will exceed \$1,000,000, including as amended): N/A	
<b>A. The Total Not-to-Exceed (NTE) amount for this WOC.</b>	<b>\$ 5,000.00</b>

**Certification: Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:**

**(1)** Consultant has read, understands and agrees to comply with the requirements set forth in the Scope of Work and in all Exhibits and other documents incorporated by reference. **Consultant understands and agrees that any exhibits or other documents not physically attached to the agreement that are incorporated by reference have the same force and effect as if fully set forth herein.**

**(2) (a)** Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Misc>), or

**(b)** Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency (ODOT), a mitigation plan has been approved by Agency (ODOT). In this Case Consultant must provide documentation of this to Linn County.

**(3) (a)** Consultant's correct taxpayer identification number will be provided to Linn County Road Department;

**(b)** Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding;

**(c)** S/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**(d)** Consultant is an independent Consultant as defined in ORS 670.600;

**(e)** If required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the project; and

**(f)** In the event that Consultant is a general partnership or joint venture, that Consultant signature(s) on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

**(g)** The following statement shall be accepted by Linn County and the Contractor as their operating policy: It is the policy to assure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor" agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, CFR Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, Limited English Proficiency, sex, income, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5 including employment practices when the contract covers a program set forth in Appendix B of said CFR.

(3) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and 49 CFR 21.5 relative to nondiscrimination.

(4) Information and Reports: The Contractor shall provide all information and reports required by 49 CFR 21.5 or directives issued pursuant thereto and shall permit access to its books, records, accounts,

or other sources of information, and its facilities as may be determined by Linn County, Oregon Department of Transportation (ODOT), Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders, or instructions.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Linn County and/or ODOT shall impose such contract sanctions as it or FHWA may determine to be appropriate including but not limited to withholding payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination, or suspension of the contract, in whole or in part.

	<u>County's Project Manager</u>		<u>Consultant's Project Manager</u>
Name:	Chuck Knoll, PE	Name:	Kathryn Toepel, PhD, RPA
Title:	Linn County Engineer	Title:	Cultural Resource Project Manager
	<u>Alternate Contact:</u> Kevin Groom, PE Project Engineer	Phone:	541-485-0454 x101
Phone:	(541) 967 3919	Fax:	541-485-1364
Fax:	(541) 924 0202	Email:	<a href="mailto:heritagere@aol.com">heritagere@aol.com</a>
Email:	cknoll@co.linn.or.us		
	kgroom@co.linn.or.us		

**Archaeological and Cultural Resources Professional Services Work**

It is expected that the Consultant will prepare two Programmatic Agreement Memoranda (PA Memos), one for Archeology and one for Historic Resources as well as a Finding of Effect for the Larwood Covered Bridge.

Since this project will be confined to the main span of the covered bridge and the staging area for the project will be confined to the road surface of the Linn County Right of Way, professional services work as it pertains to archeology will be minimal.

**Work in addition to this must be approved in writing by Linn County.**

All work will be done in accordance within current ODOT Guidance.

The deliverables for the Archaeological and Cultural Resources Professional Services Work for the Larwood Covered Bridge (#12876) Preservation Project must be completed no later than December 1, 2012.

The following is a description of the work that is to be completed within the Scope of producing the two PA Memos.

Linn County is presently completing this project under an Agreement with ODOT to become a Certified Agency. This is a new program. Therefore, the reporting requirements and communication requirements provided in this Scope of Work may change as this program develops.

At this time, all work will be prepared for and submitted to Linn County for review and approval. Acceptable work will then be forwarded to the ODOT Local Liaison who will obtain review and work to be completed by ODOT as provided under this Scope of Work.

### **Description of Bridge**

The Larwood Covered Bridge is located over Crabtree Creek on Fish Hatchery Road approximately three miles north of Lacombe, next to Larwood Wayside Park, in Linn County. The Larwood community was named for William Larwood, who settled on the banks of Crabtree Creek and Roaring River in 1888. The bridge was constructed in 1939 and is on the National Register of Historic Places. The bridge is an open-sided Howe Truss bridge that is based on Oregon Highway Commission Standard Details. The truss spans 105 feet, and the total span length including three short approach spans is 168 feet

The most recent inspection report for the bridge is dated November 03, 2011. The status of the condition of this covered bridge is documented on the bridge inspection report and is summarized as follows: The existing wooden shingle roof needs to be replaced to continue protection of the bridge structure. The timber rafters need to be replaced since they are cracked and weathered. Anchors need to be added to the rafters to allow for maintenance of the roof. The paint is weathered and needs to be replaced. Some of the siding is split with unpainted repairs. The stringers of the covered bridge span have several checks. Some of the top and bottom chords are split and rotten. Diagonals are split, broken, or checked. A number of the tie rods are bent and need to be replaced. Floor beams are weathered and checked. The timber rail is rotten and damaged in a number of locations.

The timber deck is covered with an asphalt surface which prevents inspection of the timber deck, timber stringers, and timber floor beams. Therefore, removal of the paved deck and restoration of a timber running deck will allow inspection and adequate repair and protection of the bridge.

The existing bridge's load rating needs to be increased to provide the needed access by Fire Trucks and Emergency vehicles as well as the trucks associated with agricultural commerce.

Since its original construction in 1939, the bridge has been kept in operation and repaired by the Linn County Road Department. A copy of the maintenance records are on file. The Larwood Covered Bridge was last painted under contract by Dunkin and Bush, Inc of Redmond, Washington, with one coat of one based primer and two coats of 100% acrylic latex paint

### **Description of Bridge Project**

Linn County has received federal funding for preliminary engineering design and permitting and construction through the National Historic Covered Bridge Preservation (NHCBP) Program under Title 23, United States Code administered through ODOT.

The purpose of this project is to preserve the structure while retaining the historical character of the covered bridge. Larwood Covered Bridge spans Crabtree Creek. It is not presently expected that in water work will be required for this project as work on the substructure is not presently anticipated. Stream bank stabilization is not included with the scope of this work. The structural rehabilitation, repair and preservation of the Larwood Covered Bridge will only pertain to the covered bridge. No work will be completed on the approach spans or to the road approach.

There are many structural deficiencies in the covered bridge's main span. The approved grant can only be used for rehabilitation of the covered bridge. This Project will rehabilitate the National Historic Larwood Covered Bridge, which will include structural improvements so that the bridge will support

Oregon Legal Loads. Rehabilitation improvements include preliminary engineering to include a detailed bridge inspection, load rating, and evaluation of alternatives to increase the structural capacity of the bridge; structure repair and improvements; replacement of the existing rail; installation of a security camera system to monitor and detect vandalism; restore the deck surface; replace or provide repairs to existing timber siding; and reroof and repaint the bridge.

The paved surface will be removed from the main span of the covered bridge deck. To accommodate the main span paved surface removal, the stringers and decking may need to be raised to match the level of the approach spans. Raising the main span will be accomplished by placing sill shims under each stringer at Bents 2 and 3. The existing transverse deck and running boards will be removed and replaced. New 2x12 running boards will be installed over the new 4x12 transverse decking.

The existing exterior stringers on Span 2 will be removed and replaced with new pressure treated glue laminated exterior stringers. The existing timber guardrail will be replaced with a steel backed timber rail that will be attached to the new exterior stringers.

With the removal of the decking, the stringers will be inspected. Any unacceptable members will be removed and replaced. The floor beams will be removed and replaced with pressure treated glue laminated exterior stringers.

The existing steel hanger rods will be removed and replaced with new hanger rods if they are damaged or if they are determined that they will not support Oregon Legal Truck loads. The truss will be tuned to attain a desired camber and remove the existing sag.

All roof elements above the rafter support beams will be replaced. This will include new rafters, rafter ties, sheathing and cedar shingles. New cedar shingles will be installed as the new roofing material. For safety, fall arrest anchors will also be installed to protect workers when on the roof.

The existing bridge is presently painted inside and out, as well as all exposed truss members and the underside of the roof. The new roof will be painted to match the existing roof. The remainder of the covered bridge will also be painted to preserve the bridge. Some siding which is damaged will be replaced to match the existing siding.

During construction the existing bridge crossing will be closed to traffic. A detour route will be provided. This detour is about 9 miles taking Larwood Drive to Richardson Gap Road which connects to Fish Hatchery Road.

During construction, large cranes and equipment will be required to have access to both ends of the bridge. The existing public roads will provide the required access.

Staging area will occur on the approach spans to the covered bridge and the road surface located within the existing road right of way that will be provided by the road closure for this project.

The current version of the Project Prospectus and the scoping document that was prepared for this Project is attached as a reference to this document.

Archeological and Cultural Resources work needs to be completed to satisfy the project prospectus and scoping document as further defined by the limits of the proposed project and design that has been provided by this Scope of Work.



### **Section 106 Documentation**

Consultant shall research and prepare draft and final archaeological and historical resource reports that incorporate documentation required to satisfy the requirements of Section 106 of the National Historic Preservation Act and Oregon Revised Statute (ORS) 358.653. This work must be executed by Consultant's cultural resources specialist who meets the Secretary of Interior's Professional Qualification Standards of 36 CFR Part 61 Appendix A in the field of archaeology.

Consultant shall prepare all forms, reports, and documents based on the style and format of sample documents provided by Agency (samples are available at the following Agency FTP site: <ftp://ftp.odot.state.or.us/techserv/Geo-Environmental/Environmental/>).

Consultant shall obtain examples of reports before beginning any work.

Consultant shall submit all documents to County in draft and final format in both hard and electronic copies. Consultant shall revise draft as required to incorporate County review comments. After draft has been revised, the final draft shall be submitted to ODOT for review. Consultant shall coordinate all Section 106 research and related documents with ODOT as necessary with approval by County. It is anticipated that Consultant will conduct three tasks to meet Section 106 requirements as outlined below.

Consultant shall coordinate directly with Oregon State Historical Preservation Office (SHPO) for Archaeological Excavation Permit applications if a permit is deemed necessary. Since the staging area will be on the paved surface and within the right of way, this will not be required for this project.

*Note: All correspondence regarding documents between SHPO and Consultant must go through Agency (ODOT) Region 2 Environmental Coordinator and the Agency (ODOT) archaeologist.*

Consultant shall incorporate Agency (ODOT) provided information that is obtained from Tribal contacts.

### **Archaeological PA Memo**

Consultant shall conduct a records and literature review at the SHPO and other appropriate repositories to determine recorded sites within the Project Corridor for the anticipated project work areas that extend beyond the existing roadway prism.

*Note: Agency (ODOT) will coordinate and consult with the SHPO and Tribes regarding the Project Corridor.*

The APE must include all areas that will be impacted during the construction of the project.

Consultant shall conduct a pedestrian archaeological survey of the project area. The survey must be coordinated with the Agency and must include background research and a field survey. The background research must include a literature search and records review that must be conducted at the SHPO in Salem. Historical records, Sanborn and General Land Office maps, and other documents available on line must be reviewed for information about potential archaeological resources within the project area.

Consultant archaeologists shall conduct the pedestrian survey by walking parallel transects no more than 5 meters apart within the Project Corridor. Prehistoric and historic-period archaeological resources must be documented on project maps and recorded on official SHPO site record forms. High probability areas where buried resources are suspected must be identified. Any artifacts observed during the pedestrian survey must be recorded and photographed, but not collected.

Consultant shall make recommendations regarding the need for any further discovery work within the APE, including shovel test probing of low visibility and high probability areas. The recommendations must be coordinated with Agency and County.

Consultant shall compile and submit archaeological site forms for each archaeological site discovered during the pedestrian survey of the project APE. These resources must be documented and recorded on SHPO resource forms.

If no archaeological resources are identified, Consultant shall prepare an Archaeological PA Memo to be submitted to County and Agency for review. It is assumed for this project that no archaeological resources will be encountered and that a PA Memo will be sufficient to meet Section 106 requirements.

If sites or potential site areas are identified, Consultant shall incorporate the results of the background research and pedestrian survey into a Phase I Archaeological Survey report. The report must include a summary of findings and recommendations for the protection or avoidance of archaeological resources, if present. Preparation of a Phase 1 Archaeological Survey report is beyond the scope of this task as proposed.

**Deliverable:** Draft Archaeological PA Memo- One electronic copy (Word, and pdf) to County  
County will Review and if acceptable forward to ODOT Environmental

**Schedule:** Due within four (4) weeks of receiving NTP and receiving set of Preliminary Engineering Plans from Linn County

**Deliverable:** Final Archaeological PA Memo (Word and pdf) to County

**Note:** Agency shall coordinate documents with Tribes and SHPO.

**Schedule:** Due within two (2) weeks of Agency comments on Draft Report

#### **Historic Resources Baseline Report:**

Contractor's historic preservationist shall visit the project area to identify structural resources within and immediately adjacent to the project area that are 45 years of age or older. Consultant's historic preservationist shall summarize in a historical resources baseline report the findings of the records search and field inventory and, if recommended, document the need for any further work. Contractor shall prepare this baseline report in a format acceptable to Agency and State Historic Preservation Office (SHPO). In the baseline report, a determination shall be made as to whether each resource of sufficient age is eligible for the National Register of Historic Places. Aside from the subject bridge, it is assumed that no eligible historic resources are present that will be impacted by this project and will meet National Register eligibility requirements.

#### **Historic Resources Finding of Effect and MOA:**

Once the preferred design of the project is set and impacts on any Register-eligible historic resources can be analyzed, formal Section 106 level of effect will be prepared for each affected resource. If the effect is adverse, 4(f) documentation and a Memorandum of Agreement (MOA) must be prepared. Any mitigation, if appropriate, will be included under a separate task order.

It is anticipated that the Short Covered Bridge will be the only eligible/listed resource to be affected by the proposed project. Up to one (1) FOE will be prepared under this task. Effects to the bridge as proposed are anticipated to be Not Adverse, and as such an MOA will not be required.

**Deliverable:** Draft Historic Resources Baseline Report and Draft Finding of Effect Documentation to County.  
County will Review and if acceptable forward to ODOT Environmental.

**Schedule:** Due within four (4) weeks of approval of SOW and receiving preliminary engineering plans from Linn County.

**Deliverable:** Final Historic Resources Baseline Report and Finding of Effect Documentation to County.  
County will Review and if acceptable forward to ODOT Environmental.

**Schedule:** Due two (2) weeks after receipt of comments on drafts from County and Agency.

**Heritage Research Associates, Inc.**

**2012 Labor Rates**

<u>Classification</u>	<u>Billing Rate/Hr</u>
Project Manager	\$ 115
Senior Preservationist	115
Project Archaeologist (PhD)	90
Archaeologist/Technical Specialist (MA/MS)	70
Historic Preservation Specialist	70
Laboratory Supervisor	60
Graphics	60
Field/Lab Crew	55
Office Support	55

**Expenses**

Mileage and travel at government rates  
Other expenses at cost