

# REQUEST FOR SERVICES: I-5: Willamette River Bridge DESIGN ENHANCEMENT (August 14, 2009)

## Request for Services:

**Design and implementation of an aesthetic enhancement program for I-5: Willamette River Bridge (WRB), Lane County, Oregon**

**Proposal Receipt Deadline: September 8, 2009.**

## Art and Design Enhancement Services:

OBEC Consulting Engineers is seeking one or more Art and Design Teams (ADT) for Phase One Design Services related to enhancement of the WRB project. This RFS seeks multidisciplinary teams that minimally need to include one or more artists, landscape architects, architects, or other design professionals. A Lead, who must be Oregon-based, may propose and be contracted for one or more bundles. A Team may be an individual.



**Rendering of New Willamette River Bridge  
(CMGS – 2009)**

The selected Lead(s) will receive a Phase One contract, which will include conceptual design work on the bundle(s) for which they are selected. Upon review and approval of the conceptual design proposal that concludes Phase One, the Lead and its ADT may be awarded a Phase Two Final Design/Production contract, if required, for any commissioned artwork and/or constructed design enhancements resulting from the Phase One work.

## Bundles and Budget Parameters:

This RFS requests proposals for three design bundles. (Refer to the Design Enhancement Matrix, referred to as Matrix, in Appendix A of this RFS.)

Design Services for both design phases will be contracted for a fixed maximum that will cover design and all ADT expenses for each bundle: \$60,000 for Bundle 1; \$40,000 for Bundle 2; and \$35,000 for Bundle 3. Design Enhancement has two design phases, followed by implementation. The design budget is approximately ten percent of the bundle's implementation budget, to be allocated about 1/3rd for Phase One design and 2/3rds for Phase Two design. Approval of Phase Two design enables the ADT to implement production, construction, and/or commissioning.

Scope of Work (SOW) in Phase One design will include conceptual plans and specifications addressing engineering, materials, fabrication, and installation. For any proposed project enhancements to be executed by the contractor or designated sub-contractors, the SOW for Phase Two design will include preparation of contract construction plans, specifications, and estimated cost.



**WRB Design Workshop – February 2009**

Final design and the actual construction and production budget for any art commissions or constructed elements selected in each bundle will be established after reviewing conceptual design proposals (January 2010). See Appendix A for budget range(s) for enhancements including construction, production, and installation.

## Eligibility:

This RFS, extended to lead artists and designers, seeks proposals for services from Art and Design Teams (ADT).

## Tentative Art and Design Enhancement Schedule / Timeline:

RFS announced – August 14, 2009

Pre-proposal meeting – August 25, 2009

Proposal deadline – September 8, 2009

Optional interviews – September 16, 2009

Selection (w/interviews) – September 22, 2009

Notice to Proceed – October 7, 2009

Phase One Conceptual Design and Production proposals due – December 15, 2009

Phase Two Final design/Production Notice To Proceed – January 5, 2010

Production/Final design plans and specifications due – March 15, 2010

Production / Integration / Construction – April 2010 - December 2012



WRB Design Workshop – February 2009

## Design Enhancement Panel:

ODOT held a Design Workshop in February 2009 involving local artists, architects, landscape architects, other design professionals, and members of the existing design team to develop concepts for aesthetic enhancements for the WRB project. The results of that workshop are documented in the I-5: Willamette River Bridge Design Workshop Report, Vol. 1, Executive Summary, February 2009. As a continuation of that effort, ODOT has appointed a Design Enhancement Panel (DEP) made up of participants from the workshop as well as appointed members from the WRB Citizens Advisory Group (CAG). The DEP is an advisory panel to OBEC and the design team, assisting with RFS development, selection of ADTs and guiding the design development, including making recommendations on final art/design elements to incorporate into the project to ensure consistency with the overall project theme and ideas that were developed at the February workshops.



WRB Design Workshop – February 2009

## Scope of Work (SOW) for Phase One:

Design Enhancement embraces the project goals and directions that resulted from the design workshops, DEP work sessions, and project work package requirements and timelines. The qualified Lead applicant will propose an ADT with experience working in design team collaborations for transportation infrastructure projects, with additional experience working within riparian corridors and/or park environments. The selected ADT for each bundle will be expected to:

- Realize innovative solutions responsive to the objectives of ODOT and respectful of local context within a culturally and economically diverse community.

- Identify design elements, opportunities, or "zones" to move forward as aesthetic enhancements and artwork.
- Organize and prioritize components of the bundles (or zones.)
- Define elements that are within the full jurisdiction, ownership, and maintenance of ODOT and those requiring stakeholder involvement or consent and/or an intergovernmental agreements (IGA) defining future ownership and maintenance responsibilities.
- Identify ideas and proposals of merit that may emerge beyond the scope of the WRB project.
- Estimate and recommend budget ranges based on priorities listed in the Matrix.
- Contribute to and monitor development and decisions of other aspects of the WRB project.
- Produce conceptual drawings, specifications, and estimated cost for construction of design enhancement elements by the contractor and/or for commissioned art/design elements for the WRB project.

### Scope of Work (SOW) for Phase Two:

- Produce working drawings, specifications, and estimated costs for contractor constructed design enhancement elements to be executed by the contractor during construction, as required based on Phase One outcomes.
- Produce final commissioned art pieces to be incorporated into the project construction, as required based on Phase One outcomes.
- Work collaboratively with the WRB design and construction team to integrate the above design enhancement elements into the final constructed project.

### WRB Project Resources and Guiding Documents:

#### CLIENT:

OBEC Consulting Engineers <http://www.obec.com/home.html>

#### PROJECT PARTNERS:

Oregon Department of Transportation (ODOT)  
Oregon Bridge Delivery Partners (OBDP)  
OBEC Consulting Engineers (OBEC)

#### WRB PROJECT INFORMATION:

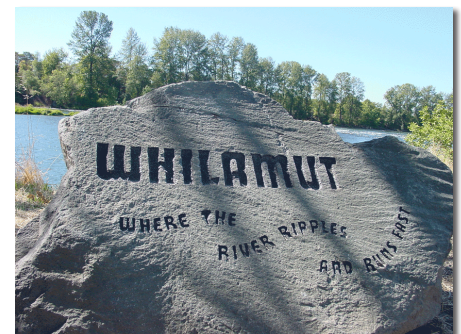
Web Site: <http://www.oregon.gov/ODOT/HWY/REGION2/I-5WRB.shtml>  
Project Background Information  
Community Survey Results, Spring/Summer 2008  
Project Newsletters

#### WRB DESIGN ENHANCEMENT MATERIALS:

I-5: Willamette River Bridge Design Enhancement Matrix (with identified constraints and key stakeholders), August 2009 (See Appendix A of this RFS).  
Whilamut Passage Theme, December 2008 (See Appendix B of his RFS).  
I-5: Willamette River Bridge Design Workshop Report, Vol. 1, Executive Summary, February 2009, with proceedings from two Design Workshops (copies available upon request).

#### WHILAMUT NATURAL AREA INFORMATION:

Whilamut Natural area Web Site:  
<http://tinyurl.com/rduqv>



**One of the Kalapuya Talking  
Stones in the Whilamut  
Natural Area**

## **Selected Excerpts from WRB Documents:**

### **Visual Quality Technical Report (Addendum to Environmental Technical Reports), December 2007.**

"Of note regarding the assessment of visual quality is the high priority on aesthetics that has been voiced by the public through the project's Community Advisory Group (CAG) and broader public outreach efforts. There is a strong desire to improve the aesthetics of the project area and construct a bridge that is aesthetically pleasing and sensitive to its setting, and that recognizes the significance of the community where it is located."

### **WRB Newsletter, January 2008.**

"The CAG, Project Development Team (PDT), and the community have already identified several design priorities and considerations. These include the use of natural colors and curves, close up design features for the benefit of park and water users, above deck features that let highway travelers know they are in Eugene and Springfield, as well as other elements that draw from Oregon's many beautiful and historic bridges."

### **DEP Meeting Minutes, July 2009.**

"I-5: Willamette River Bridge must be a special place where there are exceptions to the normal elements of highway, where new rules apply. It must be a clear expression of Whilamut Passage, a theme with many layers of rich meaning. We invite talented teams with multiple skills to offer their qualifications. The best team will demonstrate an understanding of the extensive background of the project and will explain how they would collaborate with a diverse range of participants (ODOT, OBEC, PDT, CAG, CMGC, Kalapuya, Parks, Neighbors, Eugene, Springfield, and others). We ask that you show us some of your work and explain how the completed work expresses an underlying theme. Describe an approach of how you would work within your team and with the many stakeholders to create designs and make the most of the budget. Finally we ask that you convey excitement and energy toward achieving excellence."

See also "some generative words" in Appendix C of this RFS)

## **Selection Process**

A selection panel of volunteer art and design professionals, advisory committee members, and OBEC staff will review proposal materials. Based on the selection criteria (listed below), one or more ADTs may be selected for interviews. One or more teams will be selected for the Phase One services contract. It is likely that ADTs selected for Phase One design services will be awarded a Phase Two contract to implement the designs, but OBEC and ODOT reserve the right to choose to not contract Phase Two services with one or more ADTs. In addition, OBEC, and ODOT reserve the right to award no contracts under this solicitation.

### **Selection Criteria:**

The ADT will be selected based on the following criteria:

- Quality and strength of past work of the Lead and ADT members as demonstrated in the proposal materials.
- Ability to create an exterior artwork and/or design components appropriate in concepts, materials, and scale for the WRB location and consistent with the overall project theme.
- Experience in design team collaborations, transportation projects, or riparian /park environments.
- Previous experience and proven ability to design and execute art work and integrated design components in collaboration with community representatives, diverse stakeholders, governmental agencies, and engineers.

- Demonstrated ability to read and understand engineering plans.
- Demonstrated ability to create contract plans and specifications for construction
- Availability to meet the timeline requirements.
- Demonstrated success of the Lead based upon the record of performance.
- Demonstrated ability to perform within budget, schedule, and land use constraints.
- Proposed approach for the design project or study.
- Demonstrated ability to maintain design excellence while building consensus amongst diverse stakeholders and the OBEC design team.
- Demonstrated understanding of the Place, and its surroundings at all scales physical and psychological, in the present, past and future, including theme of Whilamut Passage.
- Articulated vision and interpretation, and ability to share it effectively with others
- Demonstrated understanding of process including design workshops (February 2009), CAG and DEP meetings, and participation of diverse shareholders.
- Interest and demonstrated ability to work across cultures.
- Use of multi-disciplinary teams of Oregon companies and individuals.
- Ability to meet with the design team and/or DEP on short notice.
- Sustainability of proposed elements.

## Proposal Response

**1. Cover Letter:** Provide a statement of interest and availability for Phase One and Phase Two that identifies the Lead and team members of the proposed ADT, the bundle(s) for which the ADT is proposing, and explains why the ADT is interested in the project and the specific bundle(s). The letter should state a commitment to availability through the duration of the work (and/or project) and how the Lead will respond to meeting demands with the design team and DEP on short notice. The letter should include a statement agreeing to the terms and conditions of the sample contract should you be selected. (maximum 2 pages)

**2. Team Qualifications:** Qualifications and experience of the lead designer/artist and proposed ADT as relevant to the WRB project. (maximum 5 pages)

**3. Relevant Experience:** Description of past projects and experience demonstrating ability to participate collaboratively in multi-disciplinary teams and execute public design projects similar to WRB Enhancements. (maximum 5 pages)

**4. Project Understanding & Approach:** Narrative (1) demonstrating your understanding of the project; (2) explaining your approach to providing the design services, clearly explaining methods and techniques you will use to foster collaborative solutions; (3) describing how the ADT's work is appropriate for this project; and (4) presenting how the ADT will work together with the project design team to integrate the design enhancements into the overall project. (maximum 5 pages.)

**5. Supportive Information:** Supply supportive information of your choice to enhance the presentation of your team, understanding, and/or approach. (maximum 8 pages)

## Scoring of Proposals

The proposal will be reviewed by the selection committee and scored according to the following:

PROPOSAL SECTION	Max. No. of Pages *	Max. No. of Points
1. Cover Letter	2	10
2. Team	5	25
3. Relevant Experience	5	25
4. Project Understanding & Approach	5	25
5. Supportive Information	8	15
<b>TOTALS</b>	<b>25</b>	<b>100</b>

\*NOTE: Maximum number of pages in each section may vary slightly but overall page count needs to be 25 pages maximum.

- A page is considered one side of an 8.5"x11" sheet of paper with minimum 11 point font. 11"x17" sheets are allowed but will count as two pages. Smaller fonts may be used for graphics and tables as long as it is readable and will reproduce legibly. If a proposal has more than 25 pages, only the first 25 pages will be reviewed by the selection committee.
- The selection committee will potentially be comprised of members of the DEP, OBEC, and ODOT. The goal will be to select the final ADT(s) based on the evaluation and scoring of the written proposals. However, OBEC reserves the right to conduct interviews to help make final selections in the event the proposal scoring is very close. Should an interview be required, those teams selected for an interview will be notified a minimum of one (1) week in advance of the interview date with a list of questions to be prepared to address in the interview and associated scoring criteria. The maximum additional points associated with the interview will be 100 total points. Final selection will be based on the combined scores from each ADT's written proposal and interview to determine the overall highest scoring team(s) for selection.

## Contract

A sample of the contract that each selected ADT will be required to execute to complete the Design Enhancement services is included in Appendix D of this RFS. The proposal Cover Letter should include a statement that the proposer has read the sample contract and is willing to agree to the terms and conditions therein.

The following table shows the maximum design fees currently anticipated for performing the Design Enhancement scope of services.

Bundle	Tentative Design Enhancement Fee
Bundle 1 – Above Deck	\$60,000
Bundle 2 – South Bank	\$40,000
Bundle 3 - Whilamut	\$35,000
<b>TOTAL</b>	<b>\$135,000</b>

The tentative maximum amounts specified above are for Phase One and Phase Two design services. Specific fees for Phase One and Phase Two will be negotiated separately with each selected ADT.

## Pre-Proposal Meeting

**A mandatory pre-proposal meeting will be held at 10 AM on August 25, 2009, at the following location:**

Lane Council of Governments  
Buford Conference Room, 5th Fl.  
859 Willamette Street, Suite 500  
Eugene, OR 97401-2910

Attendance and sign-in at the meeting is mandatory for all proposers leading an ADT in response to this RFS. Any proposal submitted by an ADT that did not attend and sign-in at the pre-proposal meeting will be declared non-responsive. The sign-in list from the pre-proposal meeting will be emailed or mailed to all official holders of the RFS by 5 PM on August 25, 2009, to assist potential proposers with teaming arrangements.

## Proposal Submittal

Nine (9) hard copies (one (1) unbound original and 8 bound copies) and one (1) electronic copy (pdf format on a CD) of the proposal are to be submitted in an envelope clearly marked "WRB Design Enhancement Proposal" addressed to the following:

Pam Swenson, Operations Coordinator  
OBEC Consulting Engineers  
920 Country Club Rd., Suite 100B  
Eugene, OR 97401-6089

## Proposal Deadline and Delivery

Proposal and required materials must be received no later than 4 PM on September 8, 2009. Faxed or electronically transmitted proposals will not be accepted.

### Deliver Proposal to:

Pam Swenson, Operations Coordinator  
OBEC Consulting Engineers  
920 Country Club Rd., No. 100B  
Eugene, OR 97401-6089  
Email: PJS@obec.com  
Tel: 541-683-6090

### Questions:

Questions related to this RFS should be submitted in writing (email or other means) to the following:

Don Kahle, DEP Facilitator  
PO Box 11825  
Eugene, OR 97440  
Email: dk4wrb@gmail.com  
Tel: 541-424-2424

Any proposal received after the above stated date and time will be considered non-responsive and will not be reviewed.

- Questions regarding this RFS will be accepted until 5 PM on September 2, 2009. All questions will be responded to in writing and will be shared with all proposers on the current RFS list at the time of response.

**Diversity:**

OBEC enjoys a proud history of employing and retaining a diverse workforce. Over decades in practice, we have worked diligently to recruit, train, and develop our staff. We continually engage in outreach efforts to enhance OBEC's ethnic and gender diversity, as well as having veterans and individuals with disabilities represented in our workforce. Our firm does not discriminate against any person because of race, color, religion, national origin, sex, sexual orientation, marital status, age, disability, veteran status, or any other status protected by federal, state, or local law. OBEC also requires our subconsulting partners and firms with whom we do business to commit to supporting our Equal Employment Opportunity (EEO) policies.

OBEC and ODOT have an aspirational goal on the WRB project of engaging Disadvantaged, Minority, Women-owned and Emerging Small Business (DMWESB) enterprises to the maximum extent possible. Although not specifically part of the scoring criteria, consideration will be given to those teams that demonstrate a concerted effort to assist the team with achieving these project goals.

**APPENDICES:**

Appendix A: Design Enhancement Matrix and Bundle Map

Appendix B: Project Theme: Whilamut Passage

Appendix C: Some Generative Words

Appendix D: Sample Contract



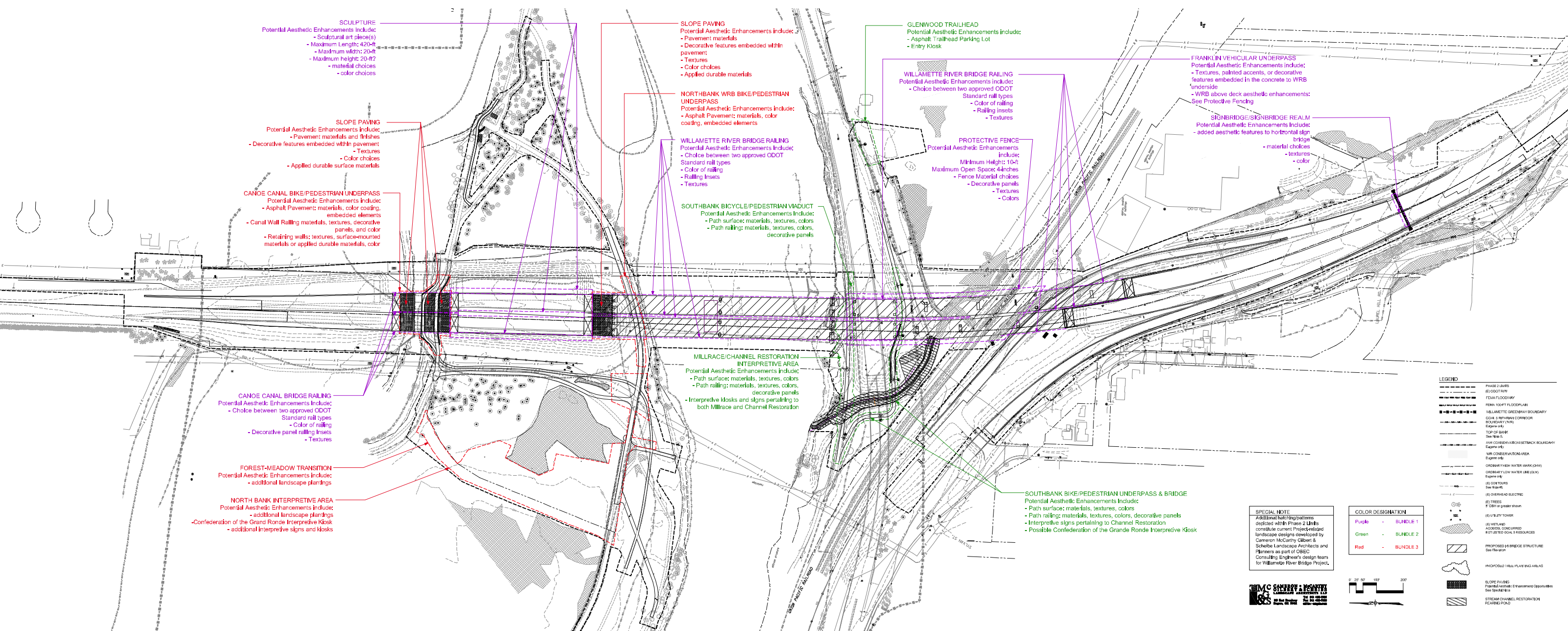
**Appendix A:  
Design Enhancement Matrix and Bundle Map**



**Design Input Matrix - Bundled Design Enhancement Elements**

Design bundle	Design Enhancement Element	Description	Constraints	Notes in this column are from a map of the bridge site with the Design Enhancement Elements indicated. (See Appendix 2) ALL CAPS designates the title as it appears on the map. Potential Aesthetic Enhancements include:	Design Enhancement Panel (DEP) notes	Stakeholder Design Input										Tentative Budget					
						Design Team (ODOT/AE/CMGC)	Parks (EPOS/WPRD/CPC)	Kalapuya Representative	City of Springfield	City of Eugene	Neighborhood Groups	Interested CAG members	ODOT Maintenance								
Bundle 1 - Above Deck/Roadway Features.	Sculpture	Sculpture(s) at the median, at the side-of-road right of way, or at entry and exit points of the bridge. The original site was at the median, and there are descriptions indicating this particular location in other documents. (See Design Workshop Report "I-5 Median Sculpture" p. 27.)	Oregon Department of Transportation (ODOT) roadside safety standards must be met. Maintenance could be difficult, including even basic cleaning. (Highways can be very dirty places.)	MEDIAN ART: Maximum length- 420 ft. Maximum width- 20 ft. Maximum height- 20 ft(?). Material choices; color choices.	Originally identified in earlier versions as "Median Sculpture," this is now defined more broadly as "Sculpture(s)," to include placement at other Above Deck site(s). Right of way in area other than median not known. Also to consider: "Markers" at the entry points of the bridge.	X	X														
	Protective Fencing & Railings	Protective fencing can be standard types (chain link, ornamental iron) or can be artistic. Undulating fence is one idea. (See Design Workshop Report "Railings" page 11).	UPRR (UNION PACIFIC RAILROAD) requires protective fencing at least 10 feet high over the span. Continuity with the span over Franklin Boulevard (though not required) may be desirable. UPRR and ODOT requires no more than 4-inch openings in the mesh. ODOT Maintenance asks we consider a design that allows for quick replacement when portions of the fence get damaged.	Interstate-5/UPRR (UNION PACIFIC RAILROAD) PROTECTIVE FENCE- Maximum 10 ft. height; maximum open space- 4 inches; Fence design & material choices; Decorative panels; textures; colors.		X															
	WRB & Canoe Canal Bridge Rails	Color for three-tube rail option. Color, insets and/or textures, and top pedestrian railing for concrete rail option. Articulation of rail posts is one idea. (See Design Workshop Report "Canoe Canal" pp. 16 & 17.)	Solid concrete parapet required over Union Pacific Railroad (UPRR) span. Elsewhere, ODOT currently uses two approved rail types (three-tube open railing or solid concrete barrier w/ tubular top railing) but they are open to colors, textures, or adding things to the rail. Consider a design that allows for quick replacement when portions of the railing get damaged (e.g. spare parts.)	WILLAMETTE RIVER BRIDGE RAILING, CANOE CANAL BRIDGE RAILING- Choice between two approved ODOT standard rail types; color of railing; railing insets; textures.	Bridge Rails may accommodate insets and/or attachments. Integrated or articulated approaches both encouraged.	X															
	Sign Bridge/ Sign Bridge Realm	Sign Bridge can potentially incorporate artistic elements consistent with project theme. (See Design Workshop Report "Northbound I-5 Sign Bridge" page 21.)	The sign bridge itself is already under construction, so any features must be added to the basic design. If so, ODOT Maintenance suggests features be added to the horizontal sign bridge (without impeding clarity for drivers), but not to the support columns.	I-5 SIGN BRIDGE- Added aesthetic features to horizontal sign bridge; material choices; textures; color.	Design Enhancement Panel added "Sign Bridge Realm" to indicate a broader way to think of art and design work at or near the sign bridge.	X	X														
	Franklin Boulevard Vehicular Underpass	Unlike most above deck design opportunities, the throw fence for the span above Franklin Blvd. will be seen by local motorists daily as they pass beneath from Eugene to Springfield and back. No other design enhancement will be seen so often by so many. This element is ideal for a bold statement that rewards repeated viewings — even better if it deepens the appreciation of the other above deck features.	Approach span structural geometry is set. Clearances over Franklin Blvd. will be greater than existing to accommodate updated requirements (height) and future local traffic needs (width).	Pictured but not titled on map.	How will this fence be perceived by both I-5 travelers and Franklin Blvd. travelers? Might UPRR Protective Fence and Franklin fence work together somehow?	X		X	X												
Bundle 2 - South Bank & Interpretive Area	Mill Race/ Channel Restoration Interpretive	The concrete lined channel will be restored for fish passage. A new south bank bike path will pass beneath the Franklin Blvd. Bridge and allow for a plaza and path spur to the north. These new spaces will be used for a Millrace interpretive site/display. This may also be a location for interpretive exhibits regarding the restored fish channel. (See Design Workshop Report "North Bank Interpretive Area" and "Millrace Interpretive Area" pp. 22-26).	The Mill Race Interpretive site/display will incorporate the ADT, a separately contracted civil engineering historian, and an additional Public Involvement (PI) process with public schools, coordinated by the State Historic Preservation Office (SHPO). ODOT will maintain the interpretive site.	SOUTHBANK MILLRACE/STREAM CHANNEL RESTORATION INTERPRETIVE AREA: Path surface, materials, textures and colors; Path railing; materials, textures, colors, decorative panels; Southbank Bridge Enhancements; Stream Channel Bridge Enhancements; Interpretive Kiosks and signs pertaining to both Millrace Ruins and Stream Channel Restoration.	Possibility for a wide range of educational elements shedding light on, among other things, several generations of Millrace diversion ruins, remnants of the original I-5 construction activity, perspective on the settlement patterns of Eugene and the Millrace's role in them, connection with the Kalapuya interpretive realms on the North Bank, the restoration of the concrete lined channel into a natural fish passage. There was, in previous plans, a North Bank interpretive area. Some themes for the North Bank area were the Kalapuya and early settlers along with the Millrace theme. A single interpretive area is desired. Might an interpretive area draw people across the Knickerbocker Bridge to explore the park?	X	X	X	X	X											
	South Bank Bike/Pedestrian Bridge & Path	New Bike/pedestrian bridge over restored channel. Ties to South Bank bike/pedestrian path to east edge of ODOT right of way to connect to future bike/pedestrian viaduct along South Bank. No specific Design Workshop Report reference.	Path must cross under existing Franklin Blvd bridge. Existing Franklin Blvd. bridge is a fixed constraint. Realigned and naturalized channel restoration requires bike/pedestrian bridge crossing south of Franklin Blvd. Bridge crossing will use salvaged box beams from detour bridge. Path to continue east from bike/pedestrian bridge along the southern Franklin Blvd embankment, incorporating new retaining wall.	SOUTHBANK BICYCLE/ PEDESTRIAN BRIDGE: 20' wide.		X				X											
	South Bank Bike/Pedestrian Underpass & Viaduct	The south bike path will be realigned beneath the Franklin Blvd. Bridge. It will also pass beneath the new Willamette River Bridge (WRB) approach spans. Also see Mill Race/Channel Restoration section above.	Salvaged box beams from detour bridge may be reused for path/viaduct segment along the north embankment of Franklin Blvd. Path must also bridge naturalized channel restoration and will use salvaged box beams. TE (Transportation Enhancement) application has been submitted to ODOT, allowing Springfield to extend viaduct east of project boundary approximately 440', possibly connecting to Mill Race Interpretive Area. Cities will maintain paths. ODOT will maintain interpretive sites.	SOUTHBANK BICYCLE/ PEDESTRIAN VIADUCT/ PATH. Identified with no further information.		X				X	X										
Bundle 3 - Whilamut	Canoe Canal Bike/Pedestrian Underpass	Paving materials, railings, wall textures, & potential art needs to be developed for new underpass configuration at Canoe Canal. (See Design Workshop Report "Canoe Canal" pp. 16-17.)	The reconfigured cross-section of the opened-up Canoe Canal underpass has been finalized with Willamalane Parks and Recreation District (WPRD), Eugene Parks and Open Space (EPOS), and Citizen Planning Committee (CPC). ODOT will maintain structural components only. Transient camping has been a problem here in the past.	CANOE CANAL UNDERPASS- Asphalt Pavement: materials, color coating, embedded elements; Canal Wall Railing materials: textures, decorative panels, and color; Retaining walls: textures, surface-mounted materials or applied durable materials, color.	The open and natural feel of the North Bank is ideal for expression of the "Whilamut Passage" theme and to evoke a connection to the Kalapuya. Consider connections to Kalapuya activities- canoe use, collecting duck eggs, harvesting wild rice, collecting grass for weaving? Nature themes like fish or herons, fox and beaver, plants, water, stones? Artistic and design elements should blend in rather than stand out. Artwork proposals should address overall durability and aspects of permanence and protection from vandalism.	X	X	X													
	North Bank WRB Bike/ Pedestrian Underpass	The Path beneath the north end of the new WRB will be moved closer to the river. Need to address slope paving and bridge security. No specific Design Workshop Report reference.	Consider bridge security. ODOT will maintain structural components only. Transient camping has been a problem here in the past.	NORTHBANK WRB UNDERPASS- Asphalt pavement; materials; color coating; embedded elements.	Visit East Alton Baker Park, the Whilamut Natural Area, and the Eastgate Woodlands. (See URL for Whilamut Natural Area under Project Resources and Guiding Documents in the RFS.)	X	X	X													
	Slope Paving/ Treatment	(2:1) slopes beneath Canoe Canal Bridge & north end of WRB. (See Design Workshop Report "Canoe Canal" pp. 16-17.) There is also slope paving at the Walnut Street Bridge.	ODOT will maintain structural components only. Transient camping has been a problem here in the past.	SLOPE PAVING (appears at WRB north and at Canoe Canal, and also at the Walnut Street Bridge, which is not on the map)- Pavement materials and finishes; Decorative features embedded within pavement; Textures; color choices; Applied durable surface materials.	Along with the WRB north and Canoe Canal slope paving, there is slope paving at the Walnut Street Bridge.	X	X	X													
	Forest Meadow Transition	Opportunity for landscape enhancements. (See Design Workshop Report "Landscape Enhancements" pp. 18-20.)	Planning for this area has been collaborative and robust, so so any landscape and site development efforts within this area must work with Eugene Parks and Open Space (EPOS), Willamalane Parks and Recreation District (WPRD) and Citizens Planning Committee (CPC).	FOREST MEADOW TRANSITION- additional landscape plantings.	Complement WRB landscape design plan agreed upon with EPOS, WPRD and CPC.	X	X	X													

WRB DEP		Legend	
ADT	Art & Design Team: Artists and designers selected to work with OBEC	UPRR	Union Pacific Railroad
CAG	Citizens Advisory Group	WPRD	Willamalane Parks and Recreation District
CMGC	Construction Manager/General Contractor	WRB	Willamette River Bridge
CMGS	Cameron McCarthy Gilbert & Scheibe Landscape Architects	AE	Architect/Engineer
COE	City of Eugene	IGA	Intergovernmental Agreement
COS	City of Springfield	L.F.	Lineal foot
CPC	Citizens Planning Committee	L.S.	Lump sum
DEP	Design Enhancement Panel: Organize, review and assist ADT(s)	LUP	Land-use permit (generic)
EPOS	Eugene Parks and Open Space	NB	Northbound
LHVC	Laurel Hill Valley Citizens	NE	Northeast
NMFS	National Marine Fisheries Service	PI	Public Involvement
OBEC	Consulting Engineers for the Willamette River Bridge (WRB)	SB	Southbound
ODOT	Oregon Department of Transportation	SF or S.F.	Square foot
SHPO	State Historic Preservation Office	SPR	Site Plan Review land-use permit



**SCULPTURE**  
 Potential Aesthetic Enhancements include:  
 - Sculptural art piece(s)  
 - Maximum Length: 420-ft  
 - Maximum width: 20-ft  
 - Maximum height: 20-ft?  
 - material choices  
 - color choices

**SLOPE PAVING**  
 Potential Aesthetic Enhancements include:  
 - Pavement materials and finishes  
 - Decorative features embedded within pavement  
 - Textures  
 - Color choices  
 - Applied durable surface materials

**CANOE CANAL BIKE/PEDESTRIAN UNDERPASS**  
 Potential Aesthetic Enhancements include:  
 - Asphalt Pavement: materials, color coating, embedded elements  
 - Canal Wall Railing: materials, textures, decorative panels, and color  
 - Retaining walls: textures, surface-mounted materials or applied durable materials, color

**CANOE CANAL BRIDGE RAILING**  
 Potential Aesthetic Enhancements include:  
 - Choice between two approved ODOT Standard rail types  
 - Color of railing  
 - Decorative panel railing insets  
 - Textures

**FOREST-MEADOW TRANSITION**  
 Potential Aesthetic Enhancements include:  
 - additional landscape plantings

**NORTH BANK INTERPRETIVE AREA**  
 Potential Aesthetic Enhancements include:  
 - additional landscape plantings  
 - Confederation of the Grand Ronde Interpretive Kiosk  
 - additional interpretive signs and kiosks

**SLOPE PAVING**  
 Potential Aesthetic Enhancements include:  
 - Pavement materials  
 - Decorative features embedded within pavement  
 - Textures  
 - Color choices  
 - Applied durable materials

**NORTHBANK WRB BIKE/PEDESTRIAN UNDERPASS**  
 Potential Aesthetic Enhancements include:  
 - Asphalt Pavement: materials, color coating, embedded elements

**WILLAMETTE RIVER BRIDGE RAILING**  
 Potential Aesthetic Enhancements include:  
 - Choice between two approved ODOT Standard rail types  
 - Color of railing  
 - Railing insets  
 - Textures

**SOUTHBANK BICYCLE/PEDESTRIAN VIADUCT**  
 Potential Aesthetic Enhancements include:  
 - Path surface: materials, textures, colors  
 - Path railing: materials, textures, colors, decorative panels

**MILLRACE/CHANNEL RESTORATION INTERPRETIVE AREA**  
 Potential Aesthetic Enhancements include:  
 - Path surface: materials, textures, colors  
 - Path railing: materials, textures, colors, decorative panels  
 - Interpretive kiosks and signs pertaining to both Millrace and Channel Restoration

**GLENWOOD TRAILHEAD**  
 Potential Aesthetic Enhancements include:  
 - Asphalt Trailhead Parking Lot  
 - Entry Kiosk

**WILLAMETTE RIVER BRIDGE RAILING**  
 Potential Aesthetic Enhancements include:  
 - Choice between two approved ODOT Standard rail types  
 - Color of railing  
 - Railing insets  
 - Textures

**PROTECTIVE FENCE**  
 Potential Aesthetic Enhancements include:  
 - Minimum Height: 10-ft  
 - Maximum Open Space: 4-inches  
 - Fence Material choices  
 - Decorative panels  
 - Textures  
 - Colors

**SOUTHBANK BIKE/PEDESTRIAN UNDERPASS & BRIDGE**  
 Potential Aesthetic Enhancements include:  
 - Path surface: materials, textures, colors  
 - Path railing: materials, textures, colors, decorative panels  
 - Interpretive signs pertaining to Channel Restoration  
 - Possible Confederation of the Grand Ronde Interpretive Kiosk

**FRANKLIN VEHICULAR UNDERPASS**  
 Potential Aesthetic Enhancements include:  
 - Textures, painted accents, or decorative features embedded in the concrete to WRB underside  
 - WRB above deck aesthetic enhancements: See Protective Fencing

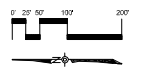
**SIGNBRIDGE/SIGNBRIDGE REALM**  
 Potential Aesthetic Enhancements include:  
 - added aesthetic features to horizontal sign bridge  
 - material choices  
 - textures  
 - color

**SPECIAL NOTE**  
 Additional hatching patterns describe within Phase 2 Limits constitute current Project-related landscape designs developed by Cameron McCarthy Gilbert & Scheibel Landscape Architects and Planners as part of CBEC Consulting Engineer's design team for Willamette River Bridge Project.

**COLOR DESIGNATION**  
 Purple - BUNDLE 1  
 Green - BUNDLE 2  
 Red - BUNDLE 3

**LEGEND**

PHASE 2 LIMITS	(E) OVERHEAD ELECTRIC
(E) ODOT FIRM	5' DIA or greater stream
FEMA FLOODWAY	(E) UTILITY TOWER
FEMA 100-YR FLOODPLAIN	(E) UTILITY TOWER
WILLAMETTE GREENWAY BOUNDARY	ACROSS CONCURRED
ODOT 3 REPAIR CORRIDOR BOUNDARY (NFR)	NOT BUILT SIGN PRODUCTIONS
Expansive (NFR)	
TOP OF BANK	
See Note 1	
AWR CONSERVATION SETBACK BOUNDARY	
Expansive (NFR)	
AWR CONSERVATION AREA	
Expansive (NFR)	
ORDINARY HIGH WATER MARK (OHWM)	
Expansive (NFR)	
ORDINARY LOW WATER MARK (OLWM)	
Expansive (NFR)	
(E) CONTOURS	
See Note 4	
(E) TREES	
5' DIA or greater stream	
(E) UTILITY TOWER	
(E) UTILITY TOWER	
ACROSS CONCURRED	
NOT BUILT SIGN PRODUCTIONS	
PROPOSED BRIDGE STRUCTURE	
See Note 5	
PHOTONIC HALL PLANNING AHEAD	
SLOPE PAVING	
Planned/Aesthetic Enhancements Opportunities	
See Note 6	
STREAM CHANNEL RESTORATION	
PEARLING POND	



**Appendix B:**  
**Project Theme: Whilamut Passage**



**Bridge CAG: Theme and Art Task Team.** November 21, 2008. (attending: Bob Kline, Charlotte Behm, David Sonnichsen, Scott Wylie, Douglas Beauchamp)

Summary below compiled and presented Dec 2 (GAG) and Dec 5 (PDT))

by Douglas Beauchamp, Arts Consultant, artsquawk@comcast.net

As we engaged the question of “**Theme**” for the project, we sought to find words, phrases and images that encompassed the variety of users (past, present and future).

We recognized that **Naming** could be significant for carrying the theme forth into design opportunities and into finished details. **Naming as theme** also suggested an opportunity to position the identity to a wider audience.

-----  
**Naming as theme, Part 1.**

Though the bridge is the central feature, the I-5 Willamette River Bridge project (as it is now labeled) is larger than the bridge. The project incorporates a place, or rather elements of many discrete places. It is an intersection in time, a confluence, a crossing.

This *placeness* is represented most profoundly by the river and its natural features and native animal and plant communities. It is also represented significantly by the first peoples, the Kalapuya, followed by white explorers, settlers, with the millrace, earlier commerce and crossings, other bridges, later arrivals, and current commerce and movement.

Today, as part of a park area that includes about three miles of frontage along the north bank of the Willamette River, Whilamut Natural Area encompasses 237 acres of publicly-owned open space, linking the neighboring cities of Springfield and Eugene, Oregon. The **Whilamut Natural Area** honors the Kalapuya people and their language. **Whilamut (pronounced "wheel-a-moot") means, "Where the river ripples and runs fast."** Tribal members hunted, fished, and gathered camas bulbs on the land that is now the Whilamut Natural Area before being forced onto reservations outside their territory in the 1850s.

Hence: **Whilamut.**

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**Naming as theme, Part 2.**

Though the bridge is the central feature, the I-5 Willamette River Bridge project (as it is now labeled) is larger than bridge.

Though its primary impetus is to convey vehicles over the Willamette River as they travel North-South, it is an infrastructure that encourages a flow of people and goods beside, under and through in a variety of modes: passengers on trains, trains, local cars and trucks, wheelchairs, bicyclers, walkers, boaters, and floaters. This is particularly marked on the south bank with the SP rail line, the Franklin Blvd / Hwy 99 corridor, and the bike and pedestrian paths. The north bank includes the canoe canal.

*They pass through, they pass by ....* **Passage \Pas"sage\, n. [F. passage. ]**

1. The act of passing; transit from one place to another; movement from point to point; a going by, over, across, or through; as, the passage of a man or a carriage; the passage of a ship or a bird; the passage of light; the passage of fluids...

2. Transit by means of conveyance; journey, as by water, carriage, car, or the like; travel; right, liberty, or means, of passing; conveyance. Source: Webster's Revised Unabridged Dictionary (1913)

Hence: **Passage.**

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Therefore, after due deliberation and unanimous agreement, the CAG's Theme Team now recommends to the CAG, then to the PDT, for official adoption by ODOT, as the name of the project (? of the bridge) and the theme: **Whilamut Passage.**

**Appendix C:  
Some Generative Words**

## **Some generative words that may aid RFS respondents**

(prepared by Scott Wylie – DEP member):

INTERPRETIVE EXPERIENCES.

TYPE OF ORDERS OF PLACES TEAMS MIGHT COME UP WITH WHICH ARE INTERPRETIVE;  
NODES, NETWORKS, SEQUENCES OF STATIONS, CONSTELLATIONS.....

MAKE PLACES FOR PEOPLE TO BECOME ONE WITH THE ROAR OF THE RIVER.... TO SEND  
ALL OTHER SOUNDS OUT OF THEIR WORLDS FOR A WHILE.

ENCLAVES... THOSE SECURE PLACES OF SENSE OF WELL-BEING WHILE THE MAELSTROMS  
OF LIFE'S FORCES AND TRAVELS ARE HOWLING ALL ABOUT.

EXPERIENCES OF THE INTERPLAY OF THE RIVER AND ITS CROSSINGS.... CAN BE MOMENTS  
THAT APPROACH HIGH ART.

EXPERIENCE BEING ON AN EDGE OF PLACES EXHILARATING (SEEMING A BIT  
EXPOSED) BETWEEN THE WORLD OF HUSTLE BUSTLE AND THE WORLD OF THE RIVER  
WILD. ANOTHER SENSE OF BEING ALIVE.

PLACES MADE FOR PEOPLE TO BE BY THE POINTS OF GREATEST AROUSALS OF  
CURIOSITY AND FOR TELLING THE STORIES THERE. EVERYWHERE BUT THE GARDEN-  
LIKE QUIET RESTORATION REALMS MIGHT, SURROUNDED AND SUPERIMPOSED BY ALL THE  
FAST FORCES AS THEY WILL BE, MIGHT DEMAND SOME OF THE KEENEST GLEANING.

ARTFULLY, DRAMATICALLY, AND BEAUTIFULLY FUSE THE COMPLEXIONS OF THE  
CAUSEWAY, THE CHANNEL'S EDGES AND BODY, THE PATHS AND BRIDGES AND THE  
RESTORATIONS.

THROUGH ART AND DESIGN, HELP MAKE THE NATURALIZED CHANNEL AND ITS RELATED  
REALMS INTRIGUING PLACES TO LEARN ABOUT AND AN INSPIRATION FOR THE ART OF LIFE  
AND THE LIFE OF ART.

FUSE THE MYSTERY AND WISDOM OF HISTORY, BRIDGE THE CULTURES OF ALL, CHAMPION  
THE HOPE OF CREATING THE INTERWEAVE OF PEOPLES AND THE NATURAL WORLD THEY  
ARE.

ON THE HIGHWAY, CREATE A SENSE OF WHAT THE RIVER IS TO THE PEOPLE WHO LIVE  
BY AND FROM IT. CREATE A SENSE OF THE PEOPLE WHO LIVE HERE WHO ARE WORKS IN  
PROGRESS UNDERSTANDING ONE ANOTHER. MAKE IT HEARTFELT.



**Appendix D:  
Sample Contract**







**I-5: WILLAMETTE RIVER BRIDGE**  
**SUBCONSULTANT AGREEMENT BETWEEN**  
**OBEC CONSULTING ENGINEERS AND**  
**XXXXXXXXXX**

This AGREEMENT is made and entered into as of XXXXXXXX, by and between OBEC Consulting Engineers (hereinafter referred to as "OBEC") and XXXXXXXX, (hereinafter referred to as "SUBCONSULTANT").

OBEC has made an agreement dated XXXXXXXX, with the Oregon Department of Transportation, hereinafter called CLIENT, which is herein referred to as the CONTRACT (Contract # 23216), which provides for OBEC furnishing professional services in connection with the Project described therein. OBEC hereby engages SUBCONSULTANT to furnish for OBEC certain of those services in accordance with the terms and conditions of this CONTRACT. A copy of all portions of the CONTRACT pertinent to SUBCONSULTANT's responsibilities, compensation and timing of services hereunder is attached and made a part hereof. The Project is described in the contract as follows: I-5: Willamette River Bridge.

The part of the Project for which SUBCONSULTANT is to furnish services is hereinafter called "This Part of the Project" and is generally described as follows: Design Enhancement Services.

OBEC is the prime professional with respect to SUBCONSULTANT's services to be performed under this Agreement and is responsible for coordinating SUBCONSULTANT's services with the services of others involved in the Project. SUBCONSULTANT is an independent contractor for This Part of the Project, responsible for the means and methods used in performing consulting services under this Agreement, including provisions for safety precautions. Subconsultant shall have no responsibility for, or control over, the safety precautions employed by others in the development or construction of this project, nor shall Consultant have responsibility for, or control over, the manner, methods and techniques employed by others in any development or construction relating to this project. This AGREEMENT shall in no way be construed to authorize SUBCONSULTANT, or any of its employees or authorized agents, to act as the employee or representative of OBEC. This AGREEMENT shall not create a joint venture between OBEC and SUBCONSULTANT.

IN CONSIDERATION of the mutual covenants contained herein, OBEC and SUBCONSULTANT agree as follows:

**1. SERVICES**

SUBCONSULTANT shall provide for OBEC the basic services described in detail in the attached CONTRACT. SUBCONSULTANT shall secure of its own expense all personnel material, and related services required for the performance of its services. SUBCONSULTANT is responsible to see that the documents prepared by SUBCONSULTANT and the services SUBCONSULTANT renders hereunder conform to the applicable laws, regulations, codes, and special requirements of the place where the Project is located. All of SUBCONSULTANT's communications to or with CLIENT or OBEC's other subconsultants will be through or with the knowledge of OBEC. If authorized in writing by OBEC, SUBCONSULTANT shall adjust its Scope of Work by either adding or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for SUBCONSULTANT's services, adjusted compensation or time shall be mutually agreed upon in writing and signed by both parties to this AGREEMENT. Additional services by the SUBCONSULTANT will be entitled to additional compensation or extension of time only as authorized in writing by OBEC and approved by the CLIENT.



**2. OBEC'S RESPONSIBILITIES:** OBEC shall:

- 2.1 Provide all criteria and full information provided to OBEC as to CLIENT requirements for This Part of the Project and furnish copies of all design and construction standards which CLIENT has indicated will be required in the Drawings and Specifications.
- 2.2 Place at SUBCONSULTANT's disposal Drawings, Specifications, schedules, and other information which were prepared by OBEC, or by others which are available to OBEC, and which OBEC considers pertinent to SUBCONSULTANT's responsibilities hereunder.
- 2.3 Request CLIENT to make provisions for SUBCONSULTANT to enter upon public and private property as required for SUBCONSULTANT to perform services under this Agreement.
- 2.4 Consult with SUBCONSULTANT before issuing interpretations or clarifications of documents furnished by SUBCONSULTANT, and obtain consent of SUBCONSULTANT before acting upon shop drawings, samples or other submittals of construction contractors or change orders affecting This Part of the Project.
- 2.5 Prior to acceptance of any contractor or subcontractor proposed for This Part of the Project, consult with SUBCONSULTANT to determine if SUBCONSULTANT, after due investigation, has reasonable objection to any such contractor or subcontractor.
- 2.6 Furnish to SUBCONSULTANT a copy of bidding documents and such other construction contract data as pertain to SUBCONSULTANT's services.
- 2.7 Give prompt notice to SUBCONSULTANT whenever OBEC observes or otherwise becomes aware of any development that affects the scope or timing of SUBCONSULTANT's services, or any defect in the work of contractor(s) affecting This Part of the Project.

**3. PERIOD OF SERVICE:**

- 3.1 The term of this agreement shall be from September 30, 2009, to June 30, 2010, unless extended or shortened by agreement of both parties. SUBCONSULTANT shall coordinate its services to provide necessary information to OBEC and other subconsultants when needed to keep Project on schedule and to ensure timely completion of its services. SUBCONSULTANT shall promptly notify OBEC of any anticipated delays which may affect the schedule.

**4. PAYMENTS TO SUBCONSULTANT**

- 4.1 OBEC shall pay SUBCONSULTANT for services and tasks performed under this AGREEMENT on a time and materials basis with the maximum amount paid to subconsultant for completing the services and tasks under this AGREEMENT not to exceed XXXXX. The costs of any additional services and tasks (including contingencies) shall be negotiated and mutually agreed upon in writing by OBEC and SUBCONSULTANT.
- 4.2 SUBCONSULTANT shall bill OBEC monthly. OBEC will bill CLIENT during the beginning of each month for work performed during the preceding contract period and shall include in its billing to CLIENT any billings of SUBCONSULTANT approved by OBEC applicable to preceding period.
- 4.3 SUBCONSULTANT shall submit a brief Progress Report with each monthly bill. The Progress Report shall describe: Work Accomplished (for billed month), Work Planned (for coming month), and Problem Areas.
- 4.4 OBEC shall pay SUBCONSULTANT within ten (10) working days of receipt of payment to OBEC by CLIENT for work performed by SUBCONSULTANT.
- 4.5 Final payment shall be due when the services described in this order are fully completed and performed. Before issuance of final payment, subconsultant, if required by OBEC, shall submit evidence satisfactory to OBEC that all payrolls, bills for materials and equipment, and all known indebtedness connected with subconsultant's services have been satisfied and paid.

## 5. TERMINATION

- 5.1 This agreement may be terminated by either party upon seven (7) days written notice by either party. Except for the cost of substantial failure of performance, SUBCONSULTANT shall be paid for services performed prior to the termination notice date plus reasonable termination expenses.
- 5.2 In the event SUBCONSULTANT fails to perform work required under this contract in a reasonable and timely manner, OBEC reserves the right to terminate the agreement immediately upon written notice to Consultant or Consultant's manager in charge of the work. Following termination for cause, OBEC shall determine to what extent the SUBCONSULTANT's work is satisfactorily completed, calculate reasonable compensation for the completed work in accordance with this agreement, and reduce the total compensation due SUBCONSULTANT by the costs required to obtain and mobilize a new consultant capable of satisfactory performance. The balance of compensation due to either party shall be paid by the other party within 90 days of the date of termination.

## 6. OWNERSHIP OF DOCUMENTS

All documents, including Drawings and Specifications, prepared by SUBCONSULTANT pursuant to this Agreement shall remain the property of SUBCONSULTANT and are instruments of service in respect of This Part of the Project. Reproducible copies of all documents, including Drawings and Specifications prepared pursuant to the terms of this AGREEMENT shall be delivered to OBEC by the SUBCONSULTANT upon completion of work or at time prior to completion as required by OBEC. Reuse of SUBCONSULTANT'S documents for other than their specific intended purpose is at the sole risk of the user and without liability or legal exposure to the SUBCONSULTANT.

## 7. INDEMNIFICATION

- 7.1 SUBCONSULTANT shall indemnify and hold harmless OBEC from SUBCONSULTANT's negligent acts, errors, or omissions.
- 7.2 OBEC shall indemnify and hold harmless SUBCONSULTANT from OBEC's negligent acts, errors, or omissions.

## 8. INSURANCE

- 8.1 SUBCONSULTANT shall, at its sole cost and expense and before commencement of the work, obtain and maintain during the process of the work insurance coverage as set forth below. SUBCONSULTANT shall supply duplicate certificates evidencing that said minimum insurance is in force and that ten days notice will be given to OBEC prior to any cancellation or restriction modification of such insurance. OBEC Consulting Engineers and its Officers and Employees will be listed as additional insured, excepting the professional liability and worker's compensation policies.
  - A. Automobile liability insurance in limits not less than \$1,000,000 combined single limit per occurrence and \$1,000,000 in the aggregate.
  - B. Comprehensive general liability insurance in limits not less than \$1,000,000 combined single limit per occurrence \$2,000,000 general annual aggregate.
  - C. Professional liability insurance in limits not less than \$1,000,000 each claim.

The SUBCONSULTANT is sole proprietor or a partner or is an insured employer for purposes of the Oregon Worker's Compensation Law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this contract. SUBCONSULTANT agrees that SUBCONSULTANT and other persons retained by SUBCONSULTANT to perform work under this contract shall be insured according to ORS 656.407 prior to commencement of work under this contract. The SUBCONSULTANT shall also comply with the Unemployment Compensation Act of the State of Oregon. The SUBCONSULTANT shall provide OBEC, before commencing work, with evidence showing protection for its workers under the Workers' Compensation Act and registration with the State Unemployment Compensation Commission.

## 9. NONPERFORMANCE

If SUBCONSULTANT, except for causes beyond its control, shall fail to complete the services described herein within the time specified in this AGREEMENT, and if through such failure OBEC shall be penalized under the Prime Agreement, then, and in such event, SUBCONSULTANT shall reimburse OBEC for any sum or sums of money that OBEC must rightfully pay to CLIENT because of such default of SUBCONSULTANT.

## 10. PAYROLL TAXES

Consultant shall comply with Federal, State, and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this contract as well as the tax laws of any other political jurisdiction wherein the work is done.

## 11. INSPECTION

Consultant represents that it is fully familiar with all the terms, conditions, and obligations of the scope of work described in the subcontract agreement, the location of the jobsite and the conditions under which the work is to be performed; and that it enters into this contract based upon its investigation of all such matters and is not relying upon any opinions or representations of OBEC.

## 12. ADHERENCE TO LAW

The terms and conditions of this agreement, and the rights and obligations of OBEC and SUBCONSULTANT thereunder, shall be determined by the laws of the State of Oregon. Jurisdiction and venue of any dispute hereunder shall be in Lane County, State of Oregon.

## 13. ADHERENCE TO EQUAL EMPLOYMENT OPPORTUNITY LAWS

SUBCONSULTANT certifies it will comply with 41 C.F.R. 60-741.5(a) during the performance of this order which, among other federal contracting obligations, includes:

- 13.1 SUBCONSULTANT shall not discriminate against any employee or applicant because of age, race, color, marital status, sex, sexual orientation, religion, national origin, veteran status, or the presence of any disability in accordance with applicable law.
- 13.2 SUBCONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, race, color, marital status, sex, sexual orientation, religion, national origin, veteran status, or the presence of any disability. This shall include, but not be limited to, (a) employment, (b) upgrading, (c) demotion, (d) transfer, (e) recruitment or recruitment advertising, (f) layoff or termination, (g) rates of pay or other forms of compensation, and (h) selection for training, including apprenticeship.

## 14. ATTORNEY'S FEES

In the event of any dispute arising under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

## 15. MODIFICATION AND ASSIGNMENT

No agreement or understanding in any way modifying this agreement shall be binding upon OBEC unless made in writing and approved by OBEC. Extras will be paid for only on the prior written consent of OBEC. This agreement may not be assigned by SUBCONSULTANT without written consent of OBEC.

**OBEC Job No. 19-95**  
**16. ENTIRE AGREEMENT**

The SUBCONSULTANT Agreement, together with its attached exhibits and Scope of Work, constitutes the entire agreement between the parties and all prior negotiations and writings are hereby superseded. This Agreement and said exhibits and Scope of Work may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

In WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

SUBCONSULTANT

OBEC Consulting Engineers

BY: \_\_\_\_\_

By: Lawrence H. Fox, PE

Title: \_\_\_\_\_

Title: Vice President and Chief Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for giving notices and to which  
payments shall be sent:

Address for giving notices and to which  
invoices should be sent:

\_\_\_\_\_

OBEC Consulting Engineers

\_\_\_\_\_

920 Country Club Road, Suite 100B

\_\_\_\_\_

Eugene, OR 97401

