

Supplemental Packet dated 11/9/07

For

Tuesday, November 13, 2007 Council Meeting

The following item has been added to Tuesday's agenda:

VI. Regular Agenda

- I. Discussion with consideration to authorize the Mayor to execute a Master Agreement for Consultant Services with Oscar Larson Associates for services associated with the construction of a 2.0 million gallon water storage tank.**



COUNCIL AGENDA REPORT

To: Mayor & City Council

From: City Manager

Date: November 9, 2007

Subject: Engineering Services for Water Tank Project

Recommendation: Authorize Mayor to execute Master Agreement for Consultant Services with Oscar Larson Associates for services associated with the construction of a 2.0 million gallon water storage tank.

Background /Discussion:

Engineering services are needed to revise existing plans for and manage construction of a 2.0 million gallon water storage in the Harris Heights area. Oscar Larson and Associates is licensed in Oregon, has experience with similar projects and is available immediately to provide these services. Services will be provided on a time and materials basis. A more defined scope of work and engineering budget will be developed and provided to the City Council. Initial services will include review and recommendations with respect to the possible re-siting of the tank. The proposed tank may not be buildable on the existing site due to engineering parameters and changes in building code regulations relating to seismic safety design standards. OLA will review existing plans, develop alternatives, prepare new design plans as needed and assume management of the construction of the project.

Financial Impact(s): Undetermined at this time; services will be provided on a time and materials basis based upon Consultants standard Fee Schedule.

City Manager Review and Approval for placement on Council Agenda:

Gary Milliman City Manager

MASTER AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into, and effective this 8th day of November 2007, by and between the City of Brookings, 898 Elk Drive, Brookings, OR 97415, hereinafter referred to as "Client;" and Oscar Larson & Associates Consulting Engineers, Inc., a California corporation, 1140 Harrold Street, Crescent City, CA 95531, providing professional engineering and related professional services, hereinafter referred to as the "Consultant."

WITNESSETH

THAT WHEREAS, Client requires Professional Consulting Engineering Services;

AND WHEREAS, Consultant is qualified and experienced to provide such professional services;

NOW THEREFORE, said Client and Consultant, for the consideration hereinafter set forth, mutually agree as follows:

1. Client shall furnish to Consultant all information, documents, and other items necessary for Consultant to do its work.
2. Consultant shall perform those services described within this Agreement and as agreed to in Task Order No. 1, which is Attachment A to this Agreement. Amendments may be prepared using the Task Order form, which when executed by both parties and received by Consultant, will become an amendment to this Agreement.
3. Consultant services shall be furnished in accordance with the attached Terms and Conditions found on page 2 of 2.
4. Consultant shall assign Stephen C. Paynter, OR PE 16681, as Project Engineer, and Michael A. Hollrigel, as Project Manager, to coordinate the activities of the work; and to engage other professionals within the Consultant's company and within the project team to participate in said project. Client's authority to direct the Consultant activities for the purpose of this Agreement is Gary Milliman, City Manager. Consultant is licensed by the Board for Professional Engineers and Land Surveyors in Oregon.
5. Client shall pay Consultant as compensation in full the amount of each invoice and in the amount when indicated in each Task Order. Client shall compensate Consultant in full based upon Time and Materials, plus expenses, using the Services Fee Schedule of Attachment B, which is subject to change from time to time.
6. The schedule of work performance will be agreed to by the parties.

CONSULTANT:
OSCAR LARSON & ASSOCIATES
CONSULTING ENGINEERS, INC.

By _____
Print Name Michael A. Hollrigel, PE
Title Principal

CLIENT:
CITY OF BROOKINGS

By _____
Print Name _____
Title _____

By _____
Print Name _____
Title _____

The offer of services and level of compensation contained within this Agreement are valid for a period of thirty (30) days from the date of its submittal by Consultant. Failure to execute the Agreement by Client within this 30-day period terminates the offer.



MASTER AGREEMENT
Terms and Conditions

1. **PROFESSIONAL LIABILITY INSURANCE** - The Consultant shall maintain during the continuance of this Agreement professional liability insurance. Client agrees to limit Consultant's liability to Client and to all contractors and subcontractors on the project due to professional negligence, acts, errors and omissions of Consultant to the sum of \$50,000 or Consultant's fees, whichever is greater.
2. **GENERAL LIABILITY INSURANCE** - The Consultant shall maintain in force during the continuance of this contract a commercial or comprehensive liability policy. Limits of liability are not to be less than amount of fees paid to be made under the contract.
3. **WORKER'S COMPENSATION INSURANCE** - The Consultant shall maintain such insurance as required by the Labor Code of the State of California.
4. **STANDARD OF CARE** - Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
5. **PAYMENT** - Consultant shall submit invoices for work performed at least monthly. Client shall make payment within fifteen (15) days after date of invoice. Payment of invoices shall be made to Oscar Larson & Associates, 317 Third Street, 2nd Floor, Eureka, CA 95501. Invoices to be based on labor and expense information maintained by Consultant and provided to Client upon request. Certified Payroll Reports will be submitted only when part of the specific work scope. Client certifies that the budget for the work directed under this Agreement is, or will be, appropriated, and that Client has authority to commit reimbursement under this Agreement.
6. **LATE FEE** - A late fee of one (1) percent per month will be charged on all accounts not paid within thirty (30) days of date of invoice, and all work on project may cease until account is brought current at discretion of Consultant.
7. **LEGAL ACTIONS** - If either party institutes suit claiming negligence, error, omission or other failure in connection with the work undertaken pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expert witness fees.
Notwithstanding the foregoing, and in the event Client fails to pay for work done hereunder, Client agrees to pay the attorney, expert witness and related fees and costs in connection with any action taken by Consultant to collect the amount due.
8. **COMMENCEMENT OF WORK** - Consultant shall commence work upon execution of this Agreement by both parties, unless otherwise stated elsewhere in this Agreement.
9. **WORK STOPPAGE** - In the event that all or any portion of the work prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees and charges to the date of the stoppage, plus any stoppage and related costs thereafter.
10. **CHANGE IN WORK SCOPE** - Client agrees to compensate Consultant for any change in Scope of Work on a time and materials basis utilizing the standard fees and charges, or such other method of compensation as may be agreed to by Client and Consultant. Evaluation or review of billings or charges initiated by the Client thirty (30) days or more after the date of invoice constitutes a change in work scope.
11. **DOCUMENTS** - All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be recorded with public agencies, shall remain the property of Consultant and may be used by Consultant without the consent of the Client. Such documents shall not be used by Client upon any other project, or for the completion of this project by others, without the written consent of the Consultant.
12. **PREVAILING WAGES** - When applicable, Client agrees to pay for all prevailing wages and costs to support reporting of prevailing wages.
13. **TERMINATION** - Client may terminate all or any portion of the services provided pursuant to this Agreement for convenience, at its option, by sending a written notice to Consultant. In addition, either party may terminate this Agreement for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of Notice of Termination, unless a later date is specified in the Notice.
In the event of termination by either party, Client shall be promptly refunded any and all amounts paid in advance, above and beyond the services provided, and costs incurred by the Consultant, up to and including the date of termination.
14. **ASSIGNMENT** - Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Consultant may retain subconsultants to obtain reference maps, data, and information in the preparation of its report.
15. **CONFIDENTIALITY** - Consultant shall maintain as confidential and shall not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information obtained or generated by Consultant pursuant to this Agreement, except as expressly authorized by Client in writing, as required to be disclosed by federal, state, or local regulations or statutes, or when information is obtained from public sources. Provided that Client has paid Consultant for its services pursuant to this Agreement, Client shall have the right to use the documents, maps, photographs, drawings, and specifications resulting from Consultant's efforts under this Agreement. While Client may make the reports prepared by Consultant available to others, the only parties entitled to rely thereon are parties to whom the reports are addressed.
16. **ELECTRONIC FILES** - Delivery of electronic files to Client is not deemed a sale by Consultant. Consultant makes no warranties, either expressed or implied, of accuracy or fitness of electronic files for any particular purpose. Client agrees that Consultant is not, and will not, be liable for indirect or consequential damage as a result of Client's use of the electronic files. Client agrees to the fullest extent permitted to indemnify and hold harmless Consultant against all damages, liabilities, or costs arising from Client's use of the electronic files.



Oscar Larson & Associates		JN 30712
TASK ORDER FORM		Task Order #: 1
Project Name:	2.0 MG Steel Reservoir	
Client:	City of Brookings	
Task Requested By:	Client	
Date of Request:	7 November 2007	
Estimated Completion:	unknown	

Target Estimate:		
<input type="checkbox"/> \$200 - \$1,000	<input type="checkbox"/> \$5,000 - \$10,000	Estimate Requested:
<input type="checkbox"/> \$1,000 - \$5,000	<input type="checkbox"/>	<input type="checkbox"/>
Compensation is to be made on a time and materials basis utilizing the fee schedule in effect at the time the services are provided. The services to be provided are <input type="checkbox"/> are not <input type="checkbox"/> subject to the payment of prevailing wages.		

Task Description: Client shall provide: 1. All legal and physical access to project site. 2. All documentation required for Consultant to complete its work. 3. Payment of all permits, processing, and application fees. 4. Payment of all contractor and laboratory fees. 5. Timely project management decisions. Consultant shall provide: 1. Consulting engineering services in the review of the existing construction documentation prepared by HGE, Inc. and provided by Client, review of hydraulic analyses prepared by others, and provide written recommendations to the Client to resolve found construction, planning, and permitting conflicts/constraints. 2. Construction management and administration services in the support of the construction of the 2.0 MG Steel Reservoir. Justification: Requested by Client.
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Client's Authorization Signature:	Title:	Date:
_____	_____	_____

Oscar Larson & Associates Use Only		
Job #: 30712	Identifier Used on Billings:	
Phase:	TO #: 1	
Project Manager: Michael Holtrigel		
Comments:		
<input checked="" type="checkbox"/> Task assignment accepted <input type="checkbox"/> Request modification and reissuance of task request		
Consultant's Authorization Signature:	Title:	Date:
_____	Principal _____	8 November 2007
Michael A. Holtrigel, PE		





Oscar Larson & Associates

Consulting Engineers

1140 Harrold Street • P.O. Box 1600 • Crescent City • CA 95531

phone: 707-464-9788 • phone: 800-660-2043

fax: 707-464-9791

e-mail: larson@olarson.com

website: <http://www.olarson.com>

SERVICES FEE SCHEDULE - EFFECTIVE 1 JULY 2007

- 1.0 **HOURLY RATES USED FOR TIME AND MATERIALS AGREEMENTS** - When a project scope cannot be defined precisely, compensation will be based on hourly charge rates plus expenses. Rates include payroll costs, overhead, and profit. Rates are based on the skills and experience levels of assigned individuals.
- 1.1 **ENGINEERING SERVICES** **HOURLY "PREVAILING WAGE" RATE** **HOURLY STANDARD RATE**
- | | | |
|--------------------------------------|----------|---------------------|
| Principal Consultant | | \$160.00 |
| Senior Project Manager | | \$140.00 - \$160.00 |
| Project Manager | | \$120.00 - \$160.00 |
| Senior Engineer | | \$100.00 - \$120.00 |
| Staff Engineer | | \$90.00 - \$110.00 |
| Engineering Technician Grade 1 | \$95.00 | \$65.00 - \$85.00 |
| Engineering Technician Grade 2 | \$108.00 | \$90.00 - \$100.00 |
- 1.2 **PLANNING & ENVIRONMENTAL SCIENCE SERVICES**
- | | |
|-------------------------------------|---------------------|
| Project Manager | \$120.00 - \$160.00 |
| Senior Environmental Planner | \$90.00 - \$110.00 |
| Environmental Analyst/Planner | \$75.00 - \$80.00 |
- 1.3 **PRODUCTION SPECIALIST SERVICES**
- | | |
|-----------------------------|-------------------|
| Production Specialist | \$70.00 - \$80.00 |
| Document Manager | \$70.00 - \$80.00 |
- 1.4 **DEPOSITIONS AND COURT APPEARANCES** \$500.00/hr; \$2,000.00 min./day
- 1.5 **EXPENSES**
- | | |
|--|--|
| Blue Prints, Paper Prints, and Plotter/Vellum | \$1.00/print + labor |
| Mylars (24x36) | \$5.00/sheet + labor |
| Communications Equipment Fees (Computers, Faxes, Phones) | 3% of invoice labor |
| Copies | \$0.10 per copy |
| Vehicles | \$1.50/hr/vehicle + \$0.65/mile traveled |
- 1.6 Client will be charged for other equipment, fees, and expenses not specifically listed at cost plus 12%.
- 1.7 Overtime shall be paid at 130% of the Standard Hourly Charge Rate.
- 1.8 Client shall reimburse Consultant for the costs of union-mandated programs and/or all prevailing wage-based programs.
- 1.9 Client shall reimburse Consultant for cost of subconsultants at cost plus 15%.
- 1.10 Laboratory and Field Testing Service Fee Schedule is available separately.
- 2.0 **LUMP SUM** - When a project scope can be defined, a lump sum may be the basis for total compensation.
- 3.0 **FEES PAYABLE** - All fees are due and payable within 15 days of the date of the invoice. Invoices not paid within 30 days are subject to a finance charge of 1% (or the maximum allowed by law) of the invoice amount per month. Clients will be responsible for all collection costs, including attorney's fees, in the event legal action is necessary to collect any amounts due.
- 4.0 All fees and information on this schedule are subject to change without notice.