

ORDINANCE NO. 664

AN ORDINANCE AUTHORIZING AN EMPLOYMENT CONTRACT WITH STRAAM ENGINEERS, INC. TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE THREE ELEMENTS OF THE CITY'S COMPREHENSIVE PLAN.

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1: The proposal of Straam Engineers, Inc., a firm of consulting engineers of 5505 S.E. Milwaukie Avenue, Portland, Oregon 97202, to perform professional services to complete three elements of the City's Comprehensive Plan is hereby approved; and such agreement consisting of eight pages and entitled AGREEMENT FOR PROFESSIONAL SERVICES FOR CITY OF CANBY, OREGON, is attached hereto marked "Exhibit A" and by this reference and its attachment hereto is expressly made a part hereof.

Section 2: The Mayor attested by the City Recorder/Administrator is hereby authorized and directed to execute in the name of and on behalf of the City of Canby, the agreement with Straam Engineers, Inc. in as many counterparts as may be required; and the remuneration to be paid as provided for therein shall be paid upon receipt of billings and approval by the City Council, from LCDC Grant Funds.

Section 3: An emergency is hereby declared to exist in order that the City's Comprehensive Development Plan can be completed on schedule as authorized in the agreement between the City and the Land Conservation and Development Commission (LCDC) and this ordinance shall therefore take effect immediately upon its enactment after final reading.

Submitted to the Council and read the first time at a regular

meeting thereof on Wednesday, September 19, 1979; ordered posted as provided by the Canby City Charter and scheduled for second reading and action of the Canby City Council at a Regular meeting thereof to be held on Wednesday, the 17th day of October, 1979, commencing at the hour of 7:30 o'clock P.M. at the Council Meeting Chambers at the Canby City Hall in Canby, Oregon.

Harold A. Wyman
Harold A. Wyman, City Administrator

Passed on final reading of the Canby City Council at a meeting thereof held on the 17th day of October, 1979, by the following vote: YEAS 6 NAYS 0.

Robt. E. Rapp
Robt. E. Rapp, Mayor

ATTEST:

Marilyn K. Perkett
Marilyn K. Perkett, City Recorder Pro Tem

ARTICLE I - DEFINITIONS

Whenever the term "Client" is used herein, it is understood to mean City of Canby of Clackamas County, Oregon, or its authorized officers and the term "Engineer" or "Engineers" means an authorized representative of STRAAM Engineers, Inc.

ARTICLE II - OBLIGATION OF THE ENGINEERS

The services to be performed by the Engineers under this Contract are: professional services required to conduct studies and investigations, make and present reports, and provide general and miscellaneous services, all as directed by the Client.

The services to be performed by the Engineers are described more particularly as follows:

1. Assist the Client in completing the Comprehensive Plan by preparing three elements: Housing, Economy, and Environmental. The following tasks outline the work to be performed.

Task 1.0 Project Organization

1.1 Establish Responsibilities - Specific areas of responsibility and involvement will be established for the consultant and the client.

1.2 Establish Schedule - The consultant and the City will establish a workable schedule for completion of the identified tasks, noting points of public and client input and the completion of draft documents.

Task 2.0 Fact Gathering and Analysis

2.1 Assess Deficiencies in the Existing Data Base - The existing data base compiled by the City will be reviewed in detail to ascertain which base information and analysis are incomplete.

2.2 Collect and/or Develop Missing Data and Complete Analysis - As a result of the previous review, missing information necessary for the decision-making process will be generated. In addition to the analysis of this data, all display mapping will be completed.

Task 3.0 Documentation of Background Data

3.1 Determine Needs - Community needs which have not already been documented as a result of the data analysis will be identified. These will be related to respective plan elements.

3.2 Determine Plan Objectives - Community needs will be examined as a basis for determining if all the appropriate plan objectives have been identified.

3.3 Identify Problems - The problems which the plan must resolve in order to achieve the plan objectives will be identified.

3.4 Prepare Draft Graphics - The presentation of the background data and findings requires a graphic effort including a combination of maps, charts, graphs, and drawings.

3.5 Prepare Draft Documents - A draft of the background data for each of the four plan elements will be prepared for client review. This draft will be in narrative and graphic form.

Task 4.0 Planning

4.1 Develop Plans for Each Element - Plans or alternatives, if appropriate, will be developed for each of the three plan elements. These will be developed in preliminary form and will be evaluated against the City's goals and objectives as well as against the LCDC statewide goals.

4.2 Prepare Planning Graphics - Maps and diagrams will be prepared which illustrate the various plans.

4.3 Present Plans to Client - The individual element plans will be presented to the client to insure that there is consensus and to make any final revisions prior to preparing the draft plan document.

Task 5.0 Documentation

5.1 Prepare Text - The text of the element plans will be prepared and integrated with the background drafts.

5.2 Prepare Graphics - All plan graphics, including plan maps and diagrams, will be made "camera ready" for reproduction.

5.3 Print Drafts - Approximately 50 copies of the individual plan elements (Housing, Economy, and Environmental) will be printed for use by the client.

Task 6.0 Special Services

On completion of Tasks 1.0-5.0 and depending on remaining time and budget, the city may direct the consultant to assist the City Planner in completing other aspects of the comprehensive plan.

2. Compliance with Civil Rights Act - The Engineers shall comply with all applicable provisions of the regulations issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of sex, race, creed, color, or national origin.
3. Insurance. The Engineer shall maintain in its name insurance coverage, subject to limitations and exclusions, for claims against it under Workmen's Compensation Act and claims for bodily injury, death or property damage which might arise from the performance of their services under this agreement. Certificates evidencing such insurance and the amounts thereof will be furnished upon request.
4. Time Schedule. The Engineer shall begin work within a mutually agreeable time after authorization and shall diligently prosecute the work to meet the time schedule(s) agreed upon by the Client and the Engineers. If unanticipated delay in issuance of authorization or a change in scope causes the Engineer to incur additional costs, the fees provided herein shall be adjusted equitably.

ARTICLE III - OBLIGATION OF THE CLIENT

1. Authorization. The work required under this Contract shall not begin, nor shall the Client assume any obligation for the work involved until the Engineers are given authorization. Execution of this agreement shall constitute authorization for the Engineers to perform the work outlined herein. Remuneration shall be made in accordance with Article III, Sections 3a and 3b.
2. Furnishing Data. In order to facilitate the work as outlined above, the Client shall furnish to the Engineer all information available to the Client having a bearing on the project.

The Client shall be solely responsible for and shall defend and indemnify the Engineer against claims, demands, or damages, including attorneys' fees, or any kind, actual or alleged, arising out of or in connection with any failure to furnish such information, or on account of errors or omissions pertaining to information to be furnished to the Engineers by or on behalf of the Client.

3. Remuneration: The Client shall pay the sums as outlined below in accordance with the services rendered:
 - a. For the professional services as outlined in Article II, Section 1, the Client shall pay the Engineer on the basis of salary cost times a factor with the total project cost not to exceed \$7,500 (amount of the LCDC grant to the City of Canby) unless authorized by the City.

The salary cost is defined as the base payroll for time directly chargeable to a project. The multiplier which is applied to salary cost is a factor which compensates the Engineer for direct overhead, indirect overhead, and profit. The factor is set at 2.97. For average salary costs including the 2.97 multiplier, see the following.

<u>Classification</u>	<u>Hourly Rate</u>
Senior Planner	\$ 35.50
Senior Consulting Engineer	65.00
Consulting Engineer	55.00
Principal Engineer	51.00
Senior Engineer	42.00
Engineer	35.00
Assistant Engineer	29.00
Supervising Technician	27.50
Senior Technician	27.00
Technician	22.00
Assistant Technician	14.00
Support Manager	29.00
Support Supervisor	22.00
Senior Technical Assistant	16.50
Administrative Assistant	18.00
Technical Assistant	17.50
Office/Clerical	14.00

Other expenses directly related to the project will be charged at cost, including mileage at 17 cents per mile, transportation costs, printing and reproduction work, etc.

- b. For compensation utilizing salary cost times a multiplier, cost-plus-fixed-fee, or per diem, the Engineer agrees to use best efforts to perform the work specified in the letter of authorization or supplement and all obligations under this contract within such estimated cost. If, at any time, the Engineer has reason to believe that the total cost to the Client for the performance of this contract will be greater than the then estimated cost, the Engineer shall notify the Client in writing to that effect, giving the revised estimate of such total cost for the performance of this contract. The Engineer shall not be obligated to continue performance under the contract nor shall the client be obligated to reimburse the Engineer for any costs in excess of the current estimated cost until the client authorizes the revised estimate in writing.

Any costs incurred by the Engineer in excess of the estimated cost prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

- c. Payments to the Engineer shall be on a monthly basis and monthly statements for services will be submitted to the Client and will be due and payable within 30 days thereof. Interest will be payable on the unpaid balance after 60 days from date of billing at the maximum rate allowed by law unless otherwise specified in a letter or supplement to this agreement.
- d. Should the client desire to amend the scope of services outlined in Article II, Section 1, the Client and Engineer shall negotiate a new maximum project fee.

ARTICLE IV - GENERAL

1. Termination. The Client may terminate this agreement by giving the Engineers written notice of the abandonment or indefinite postponement of the project. If any portion of the authorized work covered by this agreement and begun by the Engineers shall be abandoned, unreasonably delayed, or indefinitely postponed the Engineers may terminate this agreement. Whether or not terminated, the Client shall pay the Engineers for the services rendered in connection therewith prior to written notice of such abandonment, delay, or postponement, payment to be based insofar as possible on the amounts specifically established in this agreement, or, where the agreement cannot be applied, on the basis of salary costs times the 2.99 multiplier plus direct expenses as have been incurred by the Engineer.
2. Arbitration. Any dispute between the parties hereto arising out of or related to this agreement shall be settled by arbitration and the decision of the arbitrators shall be final and binding. The arbitration shall be conducted pursuant to applicable arbitration statutes of the state in which the project is located except as otherwise specifically herein provided.

The arbitration shall be conducted by a panel of three arbitrators selected as follows: Upon notice from the other party, and within ten (10) days thereafter, each party shall select an arbitrator and shall advise the other party of such selection. The two arbitrators thus selected shall select a third arbitrator, or if they are unable within ten (10) days to agree upon such third arbitrator, the presiding judge of the court of general jurisdiction in the county wherein the project is or was to be located, upon request of either party, shall designate a third arbitrator. If either party fails or refuses to designate its arbitrator within the ten-day period above provided, upon request of the other party the presiding judge shall designate such arbitrator and such designation shall not impair the authority of the presiding judge, if necessary, also to designate the third arbitrator as provided in the preceding sentence.

Third parties may be joined in the arbitration upon motion of either party and with the consent of such third party. Thereafter, such third parties shall be bound by this arbitration agreement and by the award to the same extent as the original parties to the arbitration.

The parties to the arbitration shall be entitled to such discovery as would be available to them in the court of general jurisdiction in the county where the project is located and the arbitrators will have all of the authority of that court incidental to such discovery including, but not limited to, orders to produce documents or other materials and orders to appear and submit to deposition and to impose appropriate sanctions including, but not limited to, awarding against a party for failure to comply with any order.

The rules of evidence for such court of general jurisdiction in equity matters will apply during the arbitration.

3. Expenses and Fees. In the event of any arbitration or legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for investigation costs, attorneys' fees, and expert witness fees, as may be set by the panel or court.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respectively authorized officers or representatives.

CITY OF CANBY, OREGON

Date _____ By _____

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STRAAM Engineers, Inc.

Date 9/14/79 By Carl P. Reinke
Vice Pres.

STATE OF OREGON, LAND CONSERVATION AND DEVELOPMENT COMMISSION

Date _____ By _____