

ORDINANCE NO. 781

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER OF THE CITY OF CANBY, COUNTY OF CLACKAMAS, OREGON, TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION OF A SANITARY SEWER MAIN TO SERVICE THE SOUTH SIDE OF THE CITY OF CANBY, OREGON; REPEALER AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby intends to construct a sanitary sewer main from the existing Pumping Station wet well at the Sewage Treatment Plant, along Redwood Avenue to U.S. Highway 99E; thence, the main will roughly parallel U.S. Highway 99E on an alignment agreeable to the City to a southern terminus at an existing sanitary sewer manhole at U.S. Highway 99E and Locust Street; all within the Urban Growth Boundary of the City; and

WHEREAS, the City desire to employ an engineer to design such a project; and

WHEREAS, the City heretofore requested quotations and proposals from area engineers by advertising in the Canby Herald newspaper on May 8, 1985; and

WHEREAS, following presentations before the Canby City Council, the Council determined that CURRAN-MC LEOD, INC, Consulting Engineers of Tigard, Oregon, would be the candidate they desired to provide such service, now therefore,

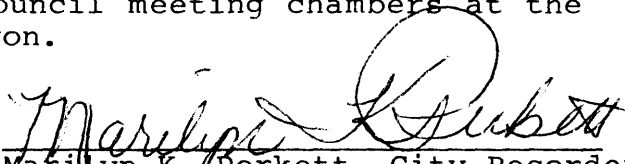
THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Recorder are hereby authorized and directed to make, execute, and deliver in the name of the City of Canby and on its behalf, an appropriate contract with Curran-McLeod, Inc. for services in connection with the construction of a sanitary sewer main to service the south side of the City of Canby, Oregon, for which the agreed upon price of \$25,400.00.

Section 2. Ordinance No. 584, enacted August 26, 1974, is hereby repealed.

Section 3. An emergency is hereby declared to exist in order that the required engineering work can be started and completed as soon as possible to benefit the citizens of the City of Canby and this ordinance shall therefore take effect immediately upon its enactment after final reading.


SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 6, 1985; order posted as provided by the Canby City Charter and scheduled for second reading and action of the City Council at a regular meeting thereof to be held on November 20, 1985, after the hour of 7:30 o'clock p.m., at the Council meeting chambers at the Canby City Hall in Canby, Oregon.


Marilyn K. Perkett, City Recorder

PASSED on final reading of the Canby City Council at a regular meeting thereof on the 20th day of November, 1985, by the following vote: YEAS 6 NAYS 0


William F. Pulver, Mayor

ATTEST;


Marilyn K. Perkett, City Recorder

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 20th day of November, 1985, by and between the CITY OF CANBY, Clackamas County, Oregon, hereinafter referred to as the OWNER, and CURRAN-McLEOD, INC. Consulting Engineers, Tigard, Oregon, hereinafter referred to as the ENGINEER:

The OWNER intends to construct a Sanitary Sewer Main from the existing Pumping Station wet well at the Sewage Treatment Plant, along Redwood Avenue to U.S. Highway 99E; thence, the main will roughly parallel U.S. Highway 99E on an alignment agreeable to the OWNER to a southern terminus at an existing sanitary sewer manhole at U.S. Highway 99E and Locust Street; all within the Urban Growth Boundary of the OWNER. These improvements are intended to serve the present and future needs of the OWNER, and the ENGINEER agrees to perform the various professional engineering services for the design of said system.

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, and other interested parties as may be reasonably necessary.
2. After the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary alignment determination, accomplish the detailed design of the project, prepare construction drawings, specifications and prepare a final cost estimate based on the final design for the Sewer Main. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section C hereof.

Statements of probable construction cost and detailed cost estimates prepared by the ENGINEER represent his best judgement as a design professional familiar with the Construction Industry. It is recognized, however, that neither the ENGINEER nor the OWNER has any control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly the ENGINEER cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the ENGINEER.

3. Upon completion and acceptance by the OWNER, the ENGINEER will provide detailed Drawings and Specifications, not to exceed 10 copies, for use by the OWNER. The cost of such Drawings and Specifications shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of permits and review fees as provided in Section E, Item 2. of this Agreement.
4. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They may be used by the OWNER for the purposes intended, and reproducible copies of the original drawings shall be provided to the OWNER. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
5. The drawings prepared by the ENGINEER under the provisions of Section A, Item 2. above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER, descriptions and map(s) showing the general location of needed construction easements and permanent easements, and the land to be acquired. Property surveys, property plats, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section C hereof.
6. The ENGINEER will review the available methods of municipal public works financing and provide his professional judgement of the applicability of each alternative reviewed. Costs of the most applicable alternative(s) will be provided by the ENGINEER.
7. The ENGINEER agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workers' Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
8. Upon written authorization from the OWNER, the ENGINEER will complete the Final Plans and Specifications for approval of the OWNER within twelve weeks from the date of authorization unless otherwise agreed to by both parties.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion will be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule:

a. Basic Engineering Services:

Preparation of Plans and Specifications	<u>\$24,200</u>
Preparation of Easements, 8 @ \$150.00/ea.	<u>\$ 1,200</u>

2. The compensation for the above Engineering Services shall be as follows:

a. Itemized billings shall be submitted monthly by the ENGINEER for Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion, except for the easement preparation which shall be billed per easement description prepared. The ENGINEER will provide a status report with the billing, if requested.

b. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced Attachment I.

3. The budget figures shown above shall not be exceeded except in the event of change in project scope as expressed by written authorization of the OWNER.

SECTION C - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Making measured drawings of existing construction, when required for planning additions or alterations thereto.
2. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Property surveys, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for water rights, water adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER.
7. Appearances before courts or boards on matters of litigation or hearings related to the project.
8. Preparation of environmental assessments or Environmental Impact Statements (E.I.S.).

9. Preparing documents for bidding.
10. Performance of detailed staking necessary for construction of the project.
11. Providing contract administration and observation of construction.
12. Preparing change orders and supporting data.
13. Providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.

Payment for the services specified in this Section C shall be as agreed in writing between the OWNER prior to commencement of the Work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

SECTION D - OWNER'S RESPONSIBILITIES

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with this Agreement, he shall give prompt written notice thereof to the ENGINEER.
4. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

SECTION E - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That if any work covered by this Agreement, shall be suspended or abandoned, the OWNER shall pay the ENGINEER for the services rendered to date for such suspended or abandoned work, the payment to be based, insofar as possible, on the fees as established in this Agreement.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.

3. That insofar as the Work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion.
4. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a one (1) year period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B and C (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
5. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorneys' fees upon litigation or upon appeal.
6. If the OWNER fails to make any payment due ENGINEER within 60 days for services and expenses, the ENGINEER shall be entitled to interest at the rate of 15 percent per annum from the date of the invoice.
7. This Agreement may be terminated by either party upon seven days written notice should the other party fail to substantially perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others, then the ENGINEER shall be paid his compensation for services performed to termination date, including reimbursable expenses then due and all terminal expenses.
8. This Agreement represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

ATTACHMENT I

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

7460D SW HUNZIKER ROAD
TIGARD, OREGON 97223
PHONE (503) 684-3478

CURRAN-McLEOD, INC.

FEE SCHEDULE

STANDARD HOURLY RATES

1. Principal Engineer	\$ 55.00
2. Project Engineer	40.00
3. Design Engineer	36.00
4. Design Technician	32.00
5. Drafting Technician	24.00
6. Clerical and Word Processing	16.00
7. Construction Observer	27.00
8. Survey:	
a. Two-man Crew	55.00
b. Three-man Crew	70.00

REIMBURSABLE EXPENSES

Reproduction expenses at cost.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

ATTEST Marilyn K. Perkett
Type Name Marilyn K. Perkett
Title City Recorder

OWNER: CITY OF CANBY
BY Wm. Pulver
Type Name William F. Pulver,
Title Mayor
Date November 6, 1985

ATTEST Curt J. McLeod
Type Name Curt J. McLeod, P.E.
Title Secretary-Treasurer

ENGINEER: CURRAN-MCLEOD, INC.
BY Patrick D. Curran
Type Name Patrick D. Curran, P.E.
Title President
Date October 25, 1985