

ORDINANCE NO 861

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY
RECORDER TO EXECUTE A CONTRACT WITH CURRAN-
MCLEOD, INC., FOR CONSTRUCTION ENGINEERING ON THE
NORTH BIRCH STREET PROJECT**

WHEREAS, the City of Canby has heretofore advertised and received statements of qualifications for the N. Birch Street Construction Engineering; and

WHEREAS, the notice of call for statements of qualifications was duly and regularly published in the Oregon Daily Journal of Commerce on April 12, 1991; and

WHEREAS, statements were received and opened on April 24, 1991, at 4:30 P.M., by the Public Works Director, Wayne Klem, in the Canby City Hall and the following submittal was read aloud:

SUBMITTER	ADDRESS
Curran - McLeod, Inc.	7460 SW Hunziker Rd, Suite D Portland, OR 97228

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on May 15, 1991, and considered the statement of qualifications and the reports and recommendations of the City staff; and

WHEREAS, Curran-McLeod, Inc. designed the project; and

WHEREAS, Curran-McLeod, Inc. are the Engineers of Record for the City of Canby; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

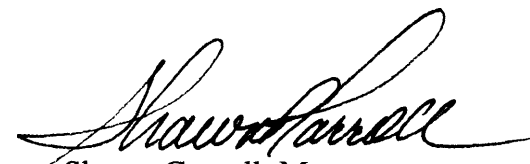
Section 1. The Mayor and City Recorder are hereby authorized and directed to make, execute, and declare in the name of the City of Canby on its behalf, an appropriate contract with Curran-McLeod, Inc., for the construction engineering on the North Birch Street Improvement Project to the published specification on an hourly rate basis not to exceed \$35,020. The copy of said contract is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist 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, May 15, 1991, 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 on Wednesday, June 5, 1991, commencing after the hour of 7:30 p.m., in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.


Marilyn K. Perkett,
City Recorder

ENACTED by the Canby City Council at a regular meeting thereof on June 5, 1991, by the following vote: YEAS 6 NAY 0


Shawn Carroll, Mayor

ATTEST:


Marilyn K. Perkett, City Recorder

CONSTRUCTION

PERSONAL SERVICE CONTRACT
FOR
CONSTRUCTION ENGINEERING SERVICES

City of Canby

North Birch Street Improvements
N.W. Territorial Road to N.W. Knights Bridge Road

Clackamas County, Oregon

This contract is between the CITY OF CANBY, acting by and through its elected officials, hereinafter called "Agency", and CURRAN-McLEOD, INC., hereinafter called "Consultant".

1. Retirement System Status

Consultant is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to this payment. Consultant will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, worker's compensation, or the Public Employees' Retirement System except as a self-employed individual or entity.

2. Statement of Work

A. Consultant agrees to accomplish the work under this contract as shown on Attachment "A", attached hereto, and by this reference made a part hereof.

This Personal Services Contract and supporting documents are intended to be complementary and to describe and provide for a complete work scope. In the event that there is a discrepancy or conflict between documents, they shall govern in the following order: FIRST, the contract provisions and exhibits; SECOND, Consultant's proposal; and THIRD, the request for proposal.

B. Consultant agrees to accomplish the work as set forth in 2.A. above according to the work schedule of the Construction Contract.

C. This contract shall start upon concurrence by the Oregon State Highway Division (State), and shall terminate upon the expiration of 180 days unless a written extension is executed prior to the termination date.

3. Consideration

A. The compensation for work accomplished under this contract based upon the time estimated to accomplish the work, shall not exceed a maximum of \$35,020.00 without prior written approval of Agency and State. Consultant agrees to perform all services on the basis of Consultant's Standard Fee Schedule detailed in Exhibits "E" and "F".

B. Progress payments will be made to Consultant over the period of the contract upon receipt of the Consultant's billing statement. Bills for services shall show the date of the billing period, staff classification and rates, and must detail the nature of the work done during the period. Bills for nonsalary costs must be fully itemized and must be accompanied by receipted invoices. All bills and other forms of claims for payment must be submitted in duplicate to Agency's Project Managers. Agency shall review, approve, and forward to State's liaison person all billings received from Consultant. All approved billings shall be paid directly to Consultant by State. State shall submit all claims for federal participation to FHWA in the normal manner. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Consultant to present such claim thereafter or to receive payment therefore.

4. Travel

Travel expenses will be reimbursed in accordance with the Consultant's Fee Schedule, Attachment "F".

Mileage expenses are included in the amount of consideration listed in 3.A. above.

5. Government Employment Status

A. If this payment is to be charged against Federal funds, Consultant certifies that it is not currently employed by the Federal Government.

B. Consultant certifies it is not an employee of the State of Oregon or CITY OF CANBY.

6. Subcontracts

Consultant shall not enter into subcontracts for any of the work scheduled under this contract without obtaining prior written approval from Agency. Subcontracts exceeding \$10,000 in cost shall contain all required provisions (Paragraph 1,2, & 5-27) of the prime contract.

7. **Dual Payment**

Consultant shall not be compensated for work performed under this contract from any other department of the State of Oregon or the CITY OF CANBY.

8. **Funds Available and Authorized**

Agency certifies at the time this contract is written that sufficient funds are available and authorized for expenditures to finance costs of this contract within Agency's current appropriation or limitation. Continuation of this contract beyond the current fiscal period is contingent on Legislative approval.

9. **Termination**

This contract may be terminated by mutual consent of both parties, or by Agency upon thirty (30) days' notice, in writing, and delivered by certified mail or in person.

Agency may terminate this contract effective upon delivery of written notice to Consultant, or at such later date as may be established by Agency, under any of the following conditions:

- A. If Agency funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer eligible for the funding proposed for payment authorized by this contract.
- C. If any license or certificates required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- A. If this agreement is terminated prior to completion of the work, a final payment shall be made to Consultant which, when added to all previous payments, shall be equal to all work completed to the satisfaction of Agency.

Agency by written notice of default (including breach of contract) to Consultant may terminate the whole or any part of this contract:

- A. If Consultant fails to provide services called for by this contract within the time specified herein or any extension thereof; or

- B. If Consultant fails to perform any of the other provision of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from Agency fails to correct such failures within 10 days or such longer period as Agency may authorize.

The rights and remedies of Agency provided in the above clause related to defaults (including breach of contract) by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law, or under this contract.

10. **Captions**

The captions or headings in this contract are for convenience only and in no way define, limit, or described the scope of intent of any provisions of this contract.

11. **Execution and Counterparts**

This contract may be executed in several counterparts, each of which shall be an original, all of which constitute but one and the same instrument.

12. **Severability**

If any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law and the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

13. **Compliance with Applicable Law**

A. Consultant agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this contract. This contract shall be governed by and construed in accordance with the provision of ORS 279.312, 279.314, 279.316, and 279.320 shall govern performance of this contract.

14. **Workers' Compensation**

Consultant, its subconsultants,if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

15. Lobbying

The Consultant certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipient shall certify and disclose accordingly.

16. Assignment

Consultant shall not assign or transfer his interest in this contract without the express written consent of Agency, and concurrence by State.

17. Waiver

The failure of Agency to enforce any provision of this contract shall not constitute a waiver by Agency of that or any other provision.

18. **Access to Records**

Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available on request. Payment for cost of copies is reimbursable by Division.

19. **Employment**

- A. Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultants, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Agency shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the FHWA, State, or Agency, except regularly retired employees, without written consent of the public employer of such person.
- C. Consultant agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Agency shall be entitled to rely on the accuracy, competence, and completeness of Consultant's services.

20. **Debarment and Suspension**

Consultant shall complete a Certification of Noninvolvement in any Debarment and Suspension. This certification will be completed as per the directions given in the instructions and as required by Part 29 of the Regulations issued by the Secretary of the U.S. Department of Transportation (49 CFR Part 29) as described on pages 19161 through 19211 of Volume 53, Number 102 of the Federal Register dated Thursday, May 26, 1988.

Failure to complete this certification will be cause to reject the proposal. The certification form and the instructions for completing it are attached as Exhibit "C". This addendum shall be inserted into all lower tier subconsultant agreements, orders, and any other lower tier transactions.

21. Nondiscrimination

During the performance of this contract, Consultant, for himself, his assignees and successors in interest, hereinafter referred to as Consultant, agrees as follows:

- A. Compliance with Regulations. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987.

Consultant shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Consultant, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

- B. Solicitation for Subconsultants, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

- C. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Consultant agrees as follows:

- (1) Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- (2) Consultant will, in all solicitations of advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- D. Information and Reports. Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Agency or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of the contract, Agency shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to Consultant under the agreement until Consultant complies; and/or
 - (2) Cancellation, termination, or suspension of the agreement in whole or in part.
- F. Incorporation of Provisions. Consultant will include the provisions of paragraph A through F of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Consultant will take such actions with respect to any subconsultant or procurement as Agency or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, Agency may, at its option, enter into such litigation to protect the interests of Agency, and, in addition, Consultant may request Agency to enter into such litigation to protect the interests of the State of Oregon.

22. **State Tort Claims Act**

Consultant is not an officer, employee, or agent of the State as those terms are used in ORS 30.265.

23. Indemnity

Consultant shall defend, save, hold harmless and indemnify the State of Oregon and Agency, its officers, agents, employees, and members. from all claims, suits or actions resulting from or arising solely out of acts and omissions of Consultants, agents, or employees in the performance of service under this contract.

Consultant shall carry as a minimum personal injury and property damage insurance in the amounts of \$100,000 per person for personal injury, \$50,000 for property damage and \$500,000 total for all claims arising out of a single accident or occurrence. Consultant shall include CITY OF CANBY, as named insured on insurance policies issued for this project, or shall furnish an additional insured endorsement naming the same as additional insured to Consultant's existing public liability and property damage insurance.

Before the contract is executed, Consultant shall furnish to Agency a Certificate of Insurance for the limits set out above, which is to be in force and applicable to the project.

The insurance coverage shall not be amended, altered, modified, or cancelled insofar as the coverage contemplated herein is concerned without at least 30 days' prior written notice.

Consultant shall carry errors and omissions insurance in amounts of at least \$100,000.00.

Consultant shall obtain, at Consultant's own expense, and keep in effect during the term of the contract, comprehensive automobile liability insurance. Coverage limits shall not be less than \$500,000 combined single limit.

24. Ownership of Work Products

All work products of Consultant which result from this contract are the exclusive property of Agency.

25. Disadvantaged Business Enterprise (DBE) Policy

A. In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Consultant shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations. Consultant agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

26. **Approvals**

This agreement is subject to approval by the FHWA and shall not be binding on the parties hereto until such approval has been obtained. Consultant shall comply with all FHWA rules and regulations, State statutes, and local ordinances applicable to the services to be rendered under this agreement.

27. **Successors in Interest**

The provisions of this contract shall be binding upon and shall inure the benefit of the parties hereto and their respective successors and assigns.

28. **Attorney Fees**

In the event a lawsuit of any kind is instituted by either party to collect any payment due under this contract or to obtain performance of any kind under this contract, the prevailing party shall collect such additional sums as the court may adjudge for reasonable attorney fees and recover all costs and disbursements incurred therein.

29. **Force Majeure**

Consultant shall not be held responsible for delay or default caused by fire, riot, acts of God and war which was beyond the consultant's reasonable control.

ATTACHMENT "A"

EXHIBIT A

A. SCOPE OF WORK

1. The scope of work to be performed by Consultant shall include all engineering services related to construction of the project, including but not limited to the following:

CONSTRUCTION ENGINEERING

- a. Preconstruction conference
- b. Construction staking
- c. Establish grades
- d. Technical construction inspection
- e. Project Manager services (contract administration)
- f. Field Testing and inspection of material
- g. Checking shop drawings
- h. "Off Site" material testing and inspection
- i. Prepare "as-constructed" plans

THE FOLLOWING CERTIFICATIONS ARE INCLUDED IN CONTRACT:

EXHIBIT "B" CERTIFICATE OF COMPLIANCE WITH TAX LAWS

EXHIBIT "C" CERTIFICATION OF CONSULTANT/
CERTIFICATION OF AGENCY OFFICIAL

EXHIBIT "D" CERTIFICATION OF NONINVOLVEMENT IN ANY
DEBARMENT AND SUSPENSION

2. Consultant shall provide all construction engineering services and technical inspection functions during construction of the project. Personnel may be required by State to demonstrate a competency in the particular area of inspection to which they are assigned. All construction engineering services, inspection functions and material testing performed by Consultant, in conformance with the Construction Manual and Specifications, shall be documented using forms and reports

acceptable to State. All materials which required laboratory testing shall be tested in the State's Central Laboratory at Salem, or in a laboratory approved by State to perform such tests. Consultant shall prepare an estimate of costs for "off-site" materials testing and inspection, and laboratory testing of materials. In the event Consultant contracts, abut is unable to perform any of these functions, State may, at Consultant's request, perform such services with the actual cost to be billed directly to Consultant or deducted from Consultant's proposed fees.

3. State and the FHWA reserves the right to initiate conferences with Agency and Consultant to review the work in progress. As a minimum, a preconstruction conference will be arranged with representatives of State, Agency, Consultant, and the Contractor in attendance. When alternates are to be considered, Agency shall have the right of selection.

4. State shall assign a liaison person to provide advice and guidance to Consultant and to monitor work in progress for conformance with FHWA and State rules and regulations pertaining to acceptable procedures, standards and related report forms during the construction phase of the project. All billings due Consultant must be approved by the liaison person prior to presentation to the Highway Division Accounting Office for payment.

B. DOCUMENTS FURNISHED BY CONSULTANT

1. All documents, including photographic negatives used in the project, shall become and remain the property of Agency.

2. Consultant shall furnish the Agency with one (1) unreduced copy of the "as-constructed" plans. Consultant will be responsible for revising "as-constructed" plans on permanent scale stable reproducibles and furnishing same to State. Consultant may obtain copies at the actual cost of reproduction.

C. TIME OF BEGINNING AND COMPLETION

1. Consultant shall not proceed with any phase of the work covered by this agreement prior to receiving written authorization from Agency. The time required for completion of all construction engineering services under this agreement shall be 60 days following third notification.

2. Established completion time shall not be extended because of any unwarranted delays attributable to Consultant, but may be extended by Agency in the event of a delay attributable to Agency or because of unavoidable delays caused by an Act of God, governmental actions, or other conditions beyond the control of Consultant.

3. Delays attributable to or caused by one of the parties hereto amounting to 30 days or more affecting the completion of the work may be considered a cause for renegotiations or termination of this agreement by the other party.

D. ENDORSEMENT OF DATA

1. Consultant shall place his official Oregon Registered Engineer endorsement on all engineering data furnished to Agency.

EXHIBIT B

Exhibit "B"

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

_____ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

 X that I am authorized to act in behalf of (corporation, partnership, trust or estate), that I have authority and knowledge regarding the payment of taxes, and that (corporation, partnership, trust or estate) is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, 'Oregon tax laws' means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Signature: Curt J. McLeod

Date: 4-30-91

Printed Name

Title: CURT J. McLEOD,
SEC/TREAS.
BUREAU-McLEOD, INC.

CERTIFICATION OF CONSULTANT

I hereby certify that I am the SEC./TREAS (title) and duly authorized representative of the firm of CURRAN-MCLEOD, INC. whose address is 7460 "D" SW HUNZEKER RD., PORTLAND, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant to solicit or secure this contract.

(b) agree, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Highway Division, and is subject to applicable State and Federal laws, both criminal and civil.

4-30-91
DATE

Curt J. McLeod
SIGNATURE

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of _____, Oregon, and that the above consulting firm or his representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to

(a) employ, or retain, or agree to employ or retain, any firm or person, of

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DATE

SIGNATURE

Oregon State Highway Division

CERTIFICATION OF NONINVOLVEMENT IN ANY
DEBARMENT AND SUSPENSION

As a supplement to this proposal, the consultant on this project shall complete the following certification with regard to current involvement in any debarments, suspensions, indictments, convictions, and civil judgment indicating a lack of business integrity.

CURT J. McLEOD, SEC/TREAS

(Name and Title of Authorized Representative of Consultant)

being duly sworn and under penalty of perjury under the laws of the State of Oregon, certifies that, except as noted below,

CURRAN-McLEOD, INC.

(Name of Firm)

certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Exhibit "D"
Page 2 of 6

CERTIFICATION OF NONINVOLVEMENT IN ANY
DEBARMENT AND SUSPENSION
Page 2

Where the consultant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. (For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.)

Exceptions will not necessarily result in denial of award, but will be considered in determining consultant responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The consultant is advised that by signing this contract, the consultant is deemed to have signed this certification.

Oregon State Highway Division

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS--PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the consultant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Oregon State Highway Division's determination whether to enter into this transaction. However, failure of the consultant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Division determined to enter into this transaction. If it is later determined that the consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Division may terminate this transaction for cause of default.

4. The consultant shall provide immediate written notice to the Division to whom this proposal is submitted if at any time the consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Division's Program Section (Tel. (503) 378-6563) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The consultant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Division or agency entering into this transaction.

30. Merger

This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. Consultant, by the signature below of its authorized representative, hereby acknowledges that he has read this contract, understands it and agrees to be bound by its terms and conditions.

31. Consultant Data:

NAME: CURRAN-McLEOD, INC.

ADDRESS: 7460 S.W. Hunziker Road, Portland, OR 97223

CONSULTANT'S FEDERAL I.D. NO.: 93-0849713

CONSULTANT'S STATE I.D. NO.: 334238 7

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CONSULTANT, by and through
its Company Officers

Firm CURRAN-McLEOD, INC.

By [Signature]

Title SEC/TREAS

AGENCY, by and through
its Delegated Administrator

By [Signature]

Title Mayor

Date 6/5/91

OSHD CONCURRENCE

By _____

Date _____

Exhibit "D"

Page 4 of 6

7. The consultant further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions", provided by the Division entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Division may terminate this transaction for cause or default.

ADDENDUM TO FORM FHWA-1273, REQUIRED
CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agreed by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT "E"

**CITY OF CANBY
NORTH BIRCH STREET IMPROVEMENTS**

ENGINEERING COST ESTIMATES

The following engineering cost estimates are based upon an estimated 8 weeks of construction activity. All work will be billed per the Standard Rate Schedule not to exceed the total estimated cost without prior authorization in accordance with the contract requirements.

Field Surveys	\$ 4,000
Materials Testing	5,000
Field Inspection, 350 hrs @ \$42.00/hr	14,700
Project Administration	5,520
Project Closeout and Certification	5,400
Mileage Expense	<u>400</u>
TOTAL	\$ 35,020

EXHIBIT "F"

Statement of Qualifications

NORTH BIRCH STREET IMPROVEMENTS

5. STANDARD RATE SCHEDULE

STANDARD HOURLY RATES

1.	Principal Engineer	\$ 70.00
2.	Project Engineer	60.00
3.	Design Engineer	50.00
4.	Design Technician	40.00
5.	Drafting Technician	36.00
6.	Clerical and Word Processing	24.00
7.	Construction Inspector	42.00
8.	Survey:	
	a. Two-man Crew	75.00
	b. Three-man Crew	90.00

REIMBURSABLE EXPENSES

Inspector's mileage expense at \$0.30 per mile.

CARLSON TESTING, INC.

1.	Shop and/or Field Licensed Special Inspector, per hour	\$ 30.00
2.	Overtime: time in excess of 8 hours per day on project site, or before 7:00 a.m. and after 5:00 p.m. and Saturdays, Sundays and holidays; hourly rate multiplier	1.35
3.	Transportation, per mile	0.30
4.	Concrete Test Cylinders, Cubes, 4 x 8 Prisms, each	12.00
5.	Masonry Block Prisms/Units, each	17.50
6.	Laboratory Proctor Test - per material type, each	100.00
7.	Non-Destructive Testing - UT, MT, PT, per hour	35.00

The above listed services are those most frequently required of Carlson Testing, Inc. Prices will be furnished upon request for items not specifically covered herein.