

**ORDINANCE NO. 898**

***AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH CURRAN-McLEOD, INC. FOR THE PREPARATION OF A STORMWATER MASTER PLAN***

**WHEREAS, the City of Canby has heretofore solicited and received Statements of Qualifications from numerous engineering firms for preparing a Stormwater Master Plan and Systems Development Charge; and**

**WHEREAS, the City of Canby has heretofore solicited and received requested proposals for preparing a Stormwater Master Plan and Systems Development Charge; and**

**WHEREAS, City staff has reviewed the proposals and has recommended awarding a contract to Curran-McLeod, Inc.; and**

**WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on September 1, 1993, and considered the comparative proposals and recommendations of City staff; and**

**WHEREAS, the Canby City Council is exempt from the public bidding process under OAR 125-310-092 for personal service contracts; and**

**WHEREAS, Curran-McLeod, Inc. have been determined to be the most responsible proposal for a personal service contract; 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 a Stormwater Master Plan, not to exceed \$59,300. All work to be completed within twenty-six**

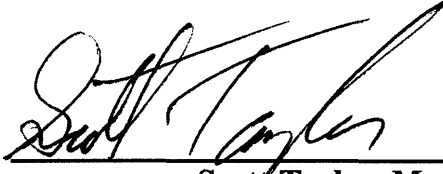
(26) weeks. The copy of said contract is attached hereto and marked as Exhibit "A" and, by this reference, incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, September 1, 1993; ordered posted as required by the Canby City Charter and scheduled for second reading and action of the Canby City Council at a regular meeting thereof on Wednesday, September 15, 1993; commencing after the hour of 7:30 P.M., at the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

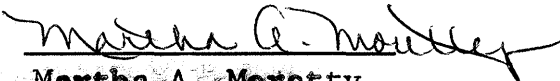
  
Marilyn K. Perkett, City Recorder

ENACTED by the Canby City Council at a regular meeting thereof on September 15, 1993, by the following vote:

YEAS 6 NAYS 0

  
Scott Taylor, Mayor

ATTEST:

  
Martha A. Moretty  
City Recorder Pro Tem

**EXHIBIT "A"**

## **AGREEMENT FOR STUDY AND REPORT PROFESSIONAL SERVICES**

This is an Agreement made as of Sept. 15, 1993 between the CITY OF CANBY (OWNER) and CURRAN-McLEOD, INC., Consulting Engineers, Portland, Oregon (ENGINEER).

### **SECTION 1 - ASSIGNMENT**

OWNER wishes ENGINEER to perform professional engineering services, to serve as OWNER'S professional engineering representative and to provide professional engineering consultation and advice for a professional fee as set forth herein in connection with the preparation of a Study and Report of the STORMWATER MASTER PLAN.

### **SECTION 2 - BASIC SERVICES OF ENGINEER**

- 2.1 ENGINEER shall perform the following professional services:
  - 2.1.1 Carry out and perform Tasks 1 through 7 shown in the Proposal for Engineering Services, July 1993, as incorporated by reference, a portion of which is bound herein as Attachment I in accordance with the OWNER'S requirements;
  - 2.1.2 Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Assignment (which services and data ENGINEER and OWNER agree are not included hereunder but on which ENGINEER may rely in performing services hereunder), and act as OWNER'S representative in connection with any such services of others;
  - 2.1.3 Prepare a Report of ENGINEER'S findings and recommendations, furnish 15 copies to OWNER and present findings to the OWNER or OWNER'S Representatives.
- 2.2 Additional professional services related to the Assignment will be performed by ENGINEER on request of OWNER under the Hourly Rate Schedule provided.

### SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements and designate a person with authority to act on OWNER's behalf on all matters concerning the Assignment;
- 3.2 Furnish to ENGINEER all existing studies, reports and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely upon all such information and services in performing services hereunder, consistent with 7.3 below;
- 3.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.

### SECTION 4 - PERIOD OF SERVICE

ENGINEER shall start performing services hereunder within 15 days after receipt of OWNER'S written authorization to proceed, which shall be implied if not received within 15 days following the date of this Agreement and will substantially complete such services and submit the report within 180 days of the date of the Agreement.

### SECTION 5 - PAYMENT

- 5.1 OWNER shall pay ENGINEER for services rendered under Article 2.1 plus the cost of all Reimbursable Expenses in an amount not to exceed

**Fifty-Nine Thousand Three Hundred Dollars (\$59,300.00)**

- 5.2 At the written request of the OWNER, the ENGINEER will provide engineering services under Article 2.2.

A monthly invoice will be provided by the ENGINEER showing hours expended.

- 5.3 Payment for the services specified in Section 2 shall be as agreed above. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month based upon a Percent of Completion, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.
- 5.4 If the OWNER fails to make any payment due ENGINEER within sixty (60) days for services and expenses without cause, and funds are available then the ENGINEER shall be entitled to interest at the rate of 15 percent per annum from the date of the invoice.

## SECTION 6 - COST CONTROL

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternative solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgement as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

## SECTION 7 - MISCELLANEOUS

- 7.1 All engineering services provided by the ENGINEER to OWNER shall be undertaken and completed in accordance with generally accepted engineering standards of conduct and design.
- 7.2 That if any work covered by this Agreement designed or specified by the ENGINEER, shall be suspended or abandoned by the OWNER, the OWNER shall pay the ENGINEER for the services performed to the date of suspension or abandonment. The payment to be based, insofar as possible, on the fees as established in this Agreement.
- 7.3 That insofar as the Work under this Agreement may require, the OWNER shall undertake its best efforts to furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, right-of-way, and other surveys presently available at OWNER'S facilities, which will be returned upon project completion.
- 7.4 That this Agreement is personal to the parties hereto and shall not be assignable by either party hereto.
- 7.5 Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.
- 7.6 This agreement may be terminated by either party upon thirty (30) days written notice at the option of either party hereto. In the event of termination, the ENGINEER shall be paid his compensation for services performed to termination date, including reimbursable expenses then due.

7.7 Insurance shall be maintained by ENGINEER with the following minimum limits:

- a. Professional Liability: \$ 500,000.00
- b. General Liability: \$1,000,000.00
- c. Worker's Compensation: \$ 100,000.00 (Accident)  
\$ 500,000.00 (Disease)

Upon execution of the Agreement, Engineer shall provide OWNER current copies of insurance certificates, if requested.

7.8 This Agreement (consisting of 4 pages) and ATTACHMENT I thereto shall constitute the entire Agreement between OWNER and ENGINEER and shall supersede all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement and said ATTACHMENT I may only be amended, supplemented, modified or cancelled by a duly executed, written instrument.

OWNER: CITY OF CANBY

ENGINEER: CURRAN-MCLEOD, INC

BY: [Signature]

BY: [Signature]

BY: Marilyn DeBetta

TITLE: PRESIDENT

DATE: 9-15-93

DATE: 8/17/93

**PROJECT COST AND SCHEDULING****ATTACHMENT I**

	<u>Task</u>	<u>Primary Staff</u>	<u>Completion Time</u>	<u>Estimated Cost</u>
1.	Groundwater Modelling	C.E.C.	8 Weeks	\$ 8,500
2.	System Evaluation	C.M.I.	6 Weeks	4,500
3.	Storm Hydrogeology	C.M.I.	10 Weeks	16,800
4.	Management Plan	C.M.I.	10 Weeks	11,000
5.	Financial Plan	ASCG	8 Weeks	4,800
6.	SDC Methodology	ASCG	4 Weeks	3,600
7.	Utility Development	ASCG	4 Weeks	<u>6,600</u>
	<b>SUBTOTAL</b>			<b>\$ 55,800</b>
	Presentations, Coordination			2,500
	Reimbursable Expenses			<u>1,000</u>
	<b>TOTAL PROJECT COST</b>			<b><u>\$ 59,300</u></b>

All tasks will be completed concurrently as practicable. Total Contract Time not to exceed 26 weeks. Intermediate status meetings and presentations are anticipated at 50% and 80% of the Contract performance. Reimbursable expenses include delivery of electronic media and 15 bound copies of the report.