

ORDINANCE NO. 1073

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT FOR ENGINEERING SERVICES DATED FEBRUARY 3, 1998 WITH CURRAN-MCLEOD, INC. TO PROVIDE ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT FACILITY PHASE II BIOSOLIDS DEWATERING PROJECT, SUBJECT TO CITY COUNCIL FY 2001-2002 APPROPRIATION, FOR AN AMOUNT NOT TO EXCEED \$148,400; AND DECLARING AN EMERGENCY.

WHEREAS, it is determined by the City Council that it is necessary and proper to provide engineering services for the Wastewater Treatment Facility Phase II Biosolids Dewatering project; and

WHEREAS, there is an existing Agreement for Engineering Services dated February 3, 1998 with Curran and McLeod, Inc. to provide engineering services on aeration basin improvements, effluent filtration and BIOSOLIDS DEWATERING projects at the Wastewater Treatment Plant; and

WHEREAS, Curran-McLeod has provided planning, project study and recommendation, basic engineering design and estimated project engineering and construction costs for the Phase II BIOSOLIDS DEWATERING project; and

WHEREAS, Curran-McLeod, Inc. has provided excellent, timely, professional engineering services to the City of Canby for more than fifteen years and has accomplished its work product to the complete satisfaction of the City of Canby; and

WHEREAS, if the BIOSOLIDS DEWATERING process operational implementation is not timely implemented, there would be unavoidable and serious interruption to the City's wastewater treatment system, higher construction costs, and interruption of sewer services causing irreparable harm to the City's sewer operations and services.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an amendment to the Agreement for Engineering Services dated February 3, 1998 with Curran-McLeod, Inc. to provide engineering for the Wastewater Treatment Facility Phase II Biosolids Dewatering process project, subject to City Council FY 2001-2002 appropriation, for an amount not to exceed \$148,400.

Section 2. In as much as it is in the best interest of the citizens of Canby, Oregon to have uninterrupted sewer services and to avoid any irreparable harm to the City's sewer operations and services, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its final enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on June 20, 2001, after the hour of 7:30 P.M. in the Council Chambers located at 155 SW 2nd Avenue, Canby, Oregon.

Chauncey F. Seifried
Chauncey F. Seifried, City Recorder Pro Tem

PASSED on the second and final reading by the Canby City Council at a special meeting thereof on the 3rd day of July 2001, by the following vote:

6 YEAS 0 NAYS

Terry L Prince
Terry L Prince, Mayor

ATTEST:

Chauncey F. Seifried
Chauncey F. Seifried, City Recorder Pro Tem

**AMENDMENT NO. 2 to the
AGREEMENT FOR ENGINEERING SERVICES**

This Amendment No. 2 is dated this 3rd day of July, 2001 between the CITY OF CANBY (OWNER), a municipal corporation in Clackamas County, Oregon and CURRAN-McLEOD, INC., Consulting Engineers (ENGINEER), Portland, Oregon.

Now, therefore, in consideration of the mutual covenants made between the parties hereto, the AGREEMENT FOR ENGINEERING SERVICES made and executed on February 3, 1998, City of Canby Ordinance No. 980, is amended to include the following.

The ENGINEER will provide consulting engineering services, consistent with the AGREEMENT, for continuing work described in Section A of this Agreement, and as further described herein, for completion of Plans, Specifications, and Contract Documents necessary for the construction of the Biosolids Dewatering Improvements at the Wastewater Treatment Facility, as qualified in the City of Canby Wastewater Treatment Facility Sludge Dewatering Process Evaluation Report dated October 2000 and incorporated by reference.

Add the following:

SECTION A - ENGINEERING SERVICES

24. Upon written authorization from the OWNER, the ENGINEER will complete the Final Plans, Specifications, and Contract Documents and submit for approval of the OWNER within 120 days from the date of Authorization. Preliminary design information, Plans, and Specifications will be submitted to the Oregon Department of Environmental Quality.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

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

e. **Biosolids Dewatering Improvements Design Engineering Services:**

Preliminary Design	\$ 14,900
<i>Project Design</i>	
Architectural/Structural Design	11,900
Civil/Site Design	6,600
Hydraulic/Mechanical Design	12,100
HVAC/Odor Control	8,800
Electrical	11,800
<i>Preparation of Plan & Specifications</i>	14,300
<i>Reviews, Presentations, Approvals</i>	<u>2,800</u>
Total Design Engineering Services	\$ 83,200

f. **Biosolids Dewatering Improvements Construction Engineering Services:**

Bid Procedures	\$ 5,100
Construction Administration	27,100
Construction Inspection (part-time)	24,600
O&M Manuals/Startup Assistance	<u>8,400</u>
Total Construction Engr. Services	\$ 65,200

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

g. The Biosolids Dewatering Improvements Design Engineering Services shall include items A-1 through A-8 from said contract executed on February 3, 1998, and shall be billed on a percent complete basis.

h. The Biosolids Dewatering Improvements Construction Engineering Services shall include A-9 through A-22 from said contract, and shall be billed by the ENGINEER on an hourly basis. The total shall not exceed the budget figure under Article B.1.f. above without the express written authorization of the OWNER. Article B.1.f. is estimated based on a construction period of 10 months.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AMENDMENT NO. 2 to the AGREEMENT FOR ENGINEERING SERVICES in duplicate on the respective dates indicated below.

OWNER: **CITY OF CANBY**

By: Terry L Prince
Terry L Prince, Mayor

Date: 7/3/01

ENGINEER: **CURRAN-McLEOD, INC.**

By: Patrick D. Curran
Patrick D. Curran, President

Date: 5/8/01