

ORDINANCE 1233

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KENNEDY/JENKS CONSULTANTS FOR ENGINEERING SERVICES; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby requires design and construction engineering services for the review of issues relating to certain current planning applications, and park design work for the new park in the Northwood Subdivision; and

WHEREAS, the City wishes to employ Kennedy/Jenks Consultants as an independent contractor under a personal services contract to complete this work; and

WHEREAS, a personal services contract for these services has been reviewed and approved by both parties but needs approval of the City Council because the expense is over \$15,000; now therefore

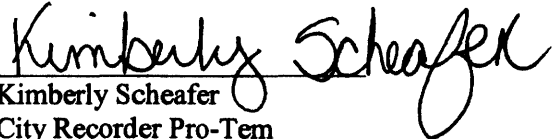
THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Kennedy/Jenks Consultants for design and construction engineering services. The copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety and general welfare of the citizens of Canby that these services be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall 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, March 7, 2007 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, March 21, 2007, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.


Kimberly Scheafer
City Recorder Pro-Tem

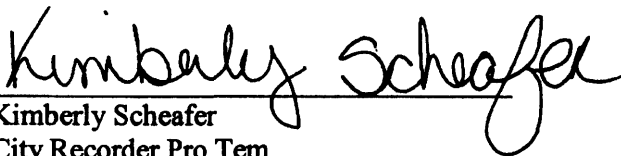
PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on March 21, 2007 by the following vote:

YEAS 6 NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer
City Recorder Pro Tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Kennedy/Jenks Consultants (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. Contractor understands it is required to obtain a City of Canby business license for conducting business in the City.
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$20,000 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and

adequacy of all work and materials furnished under this authorization.

9. **Insurance.** Insurance shall be maintained by the Contractor with the following limits:
- A. Liability - \$1,000,000.00 combined single limit, including automobile coverage for any vehicle used for City business. Property damage per occurrence, \$250,000.00.
 - B. Professional liability – errors and omissions - \$1,000,000.00.

The City may require current copies of insurance certificates. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.

9. **Legal Expense.** In the event legal action is brought by City or Contractor 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 amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
10. **Modifications.** Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
11. **Notices.** Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight(48) hours after mailing unless sooner received.

CITY: John R. Williams
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Gordon Munro
Kennedy/Jenks Consultants
200 SW Market Street Suite 500
Portland, OR 97201-5715

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

By: *[Signature]*

Date: 3-20-07

CITY OF CANBY:

By: *[Signature]*

Date: 3/20/07

Approved as to form: *[Signature]*
City Attorney

Reviewed: *[Signature]*
City Admin 3/20/07

Kennedy/Jenks Consultants

Engineers & Scientists

200 S.W. Market Street, Suite 500
Portland, Oregon 97201-5715
503-295-4911
503-295-4901 (Fax)

25 January 2007

Mr. John Williams, City Planner
City of Canby
170 NW 2nd Avenue
P.O. Box 930
Canby, OR 97013

Subject: Amendment #1
Development Review Assistance
K/J 0691005*00

Dear John:

This letter defines amendment #1 for the development review services as requested. This includes the scope of work, budget, basis of compensation, and authorization.

Scope of Work

Proposed Amendment #1 includes two work items.

- **Northwood Estates:** Continued development review services to complete the Phase I Northwood subdivision and subsequent phases of the subdivision. This includes design review and construction assistance, as requested by the City as defined in the original scope of work.
- **Northwood Estates:** Work with the City staff to produce CAD drawings of the park improvements in the Northwood subdivision. City staff will provide the direction and specifics such: the specific trees to be planted, the type of fence, the irrigation system layout, the type of planters, the type of bike racks, the type of street lights, and the general location of these items. Kennedy/Jenks will develop CAD drawings that can be used to construct the park.

Mr. John Williams, City Planner
City of Canby
25 January 2007
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Kennedy/Jenks Consultants

Budget

The amendment will add \$10,000 to the budget. The total budget is outlined as follows:

<u>Original Budget:</u>	Planning Services	\$ 5,000
	<u>Engineering Services</u>	<u>\$ 5,000</u>
	Total	\$10,000
<u>Amendment #1:</u>	Engineering Services	\$ 5,000
	<u>Park Design</u>	<u>\$ 5,000</u>
	Total	\$10,000

The original budget plus the amendment will bring the total contract to \$20,000.

Basis of Compensation

Compensation for our services will continue to be on a time and expense reimbursement basis as follows:

Primary Reviewer	
Gordon Munro	\$132
Secondary Reviewer	
Aaron Eder	\$110
Specialty Review*	\$139
Structural, Stormwater, Electrical, Architectural	
Specialty Subconsultants*	Cost plus 10%
Geotechnical, Transportation	
Administrative Support	\$69
Direct Expenses	Cost plus 10%
Mileage	federal rate

*These reviewers will only be used with authorization from the City of Canby.

Payments shall be made monthly, based on invoices which describe services and list actual costs and expenses.

The rates are valid through December 31, 2007. Any work performed after that date will be invoiced at the rate schedule currently in effect at that time.

Mr. John Williams, City Planner
City of Canby
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Kennedy/Jenks Consultants

Authorization

It is understood that the previously agreed to Terms and Conditions shall apply to this Amendment.

If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization. Upon signing this letter becomes part of the contract.

Thank you for considering us for this work. We look forward to working with you.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Gordon Munro
Project Manager

AUTHORIZATION:

CITY OF CANBY

By: Melody Thompson
(Signature)

Melody Thompson
(Print Name)

Title: MAYOR

Date: March 21, 2007