

ORDINANCE 1218

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SCOTT BECK, ARCHITECT FOR ARCHITECTURAL SERVICES FOR THE LEGACY PARK AND MAPLE STREET PARK RESTROOM PROJECTS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby wishes to construct new restroom facilities for Legacy Park and Maple Street Park; and

WHEREAS, the City wishes to employ Scott Beck, Architect, as an independent contractor under a personal services contract for the purpose of producing the necessary construction drawings and bid documents, as well as to provide assistance with the bidding and construction processes as needed; and

WHEREAS, Scott Beck, Architect has proposed a personal services contract for these services which is acceptable to the City; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

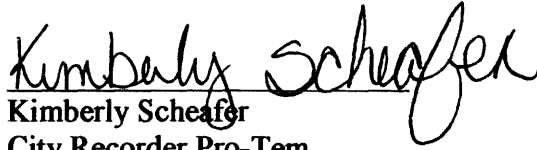
Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Scott Beck, Architect for preparation of construction drawings and bid documents and additional assistance as needed. 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, July 19, 2006 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

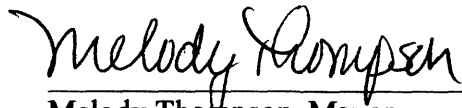
Wednesday, August 2, 2006, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.



Kimberly Scheafer
City Recorder Pro-Tem

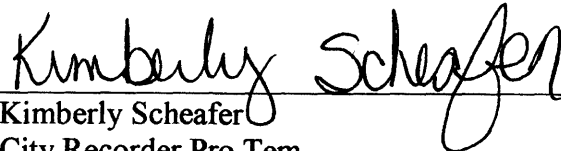
PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on August 2, 2006 by the following vote:

YEAS 5 NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer
City Recorder Pro Tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and SCOTT BECK, Architect (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 shall consist of the following:
 - A. See Exhibit "A" attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City is employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable.
- 3. Compensation:
 - A. City agrees to pay Contractor for services provided as set forth in Exhibit "A"
 - 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 Parks Department with day to day oversight provided by the Beth Saul, Parks Director. 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. Contractor will provide proof of such coverage to the City, upon request.
 - 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.
7. Term.
- A. This Agreement shall terminate upon completion of all work tasks unless terminated previously 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.
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 with the following limits:
 - A. Liability - \$500,000.00

The City may require current copies of insurance certificates.
10. **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.
11. **Limitation of Liability.** Any and all liability or claims for damages, costs of defense or expenses will be limited to a sum not to exceed One Hundred Thousand Dollars (\$100,000), or the amount of its fee, whichever is greater on account of any injury or damage to persons or property arising out of any design defect, error, omission or professional negligence.
12. **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: Beth Saul
City of Canby
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Scott Beck, Architect
361 NE Third Ave
Canby, OR 97013

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

CONTRACTOR:

CITY OF CANBY:

By: 

By: 

Date: 8/02/2006

Date: 8/2/06

Scott Beck, Architect

EXHIBIT "A"

361 N.E. Third Avenue
Canby, Oregon 97013
tel. (503) 266-9270
fax. (503) 266-5134
e-mail. beckarch@web-ster.com

**Mrs. Beth Saul, Library & Parks Director
City of Canby
P.O. Box 930
Canby, OR 97013**

**Subject: Fee Proposal for Architectural Services
for Public Restroom Projects.**

Dear Beth,

Following is our proposed fee structure for the Maple Street and Legacy Park Public Toilet facilities. The scope of services will include architectural and structural drawings preparation including specifications for building permit and bidding process.

Assistance with bidding procedures and the construction phase is proposed to be provided on an as needed basis. These phases will be billed on an hourly rate basis.

Normal reimbursable expenses such as auto mileage, shipping and printing cost will be billed at cost 15%.

Fee Proposal

We propose the following lump-sum fixed fees for construction documents.

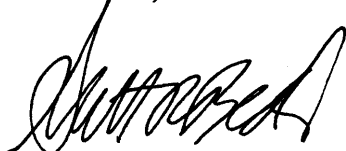
Maple Street Park – Toilet and Concession/Storage Facility: \$13,500.*

Legacy Park Toilet & Storage Facility: \$ 8,500.*

***Mechanical and Electrical work is expected to be engineered and installed on a design /build basis by the Sub-Contractors to the selected General. The Architect will not provide actual engineering, but will provide specifications for plumbing, mechanical and electrical fixtures for bidding purposes.**

Please call with any questions regarding this proposal. We are prepared to begin work immediately and could complete the drawings and specs. in 3 weeks from notice to proceed.

**Sincerely,
Scott Beck, Architect**



Scott R. Beck, Principal