

ORDINANCE NO. 1246

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE TRANSPO GROUP, INC. CONSULTING ENGINEERS FOR TRANSPORTATION MODELING AND ENGINEERING SERVICES; AND DECLARING AN EMERGENCY.

WHEREAS, the CITY OF CANBY requires transportation modeling and engineering services related to an update of the City's Comprehensive Plan and Transportation System Plan; and

WHEREAS, THE TRANSPO GROUP, INC. has been providing this service since 2004 however the contract amount now requires an ordinance of the City Council; and

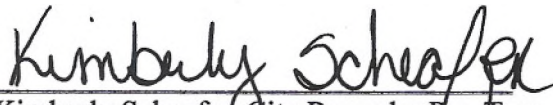
WHEREAS, the CITY OF CANBY anticipates the need to complete the engineering work within calendar year 2007; Now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to execute, and declare in the name of the CITY OF CANBY and on its behalf, the attached Personal Services Contract with TRANSPO GROUP, INC. for \$15,083.00. A copy of the agreement with TRANSPO GROUP, INC. 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 therefore on Wednesday, June 6, 2007; ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 20, 2007, commencing at the hour of 7:30 pm at the Council Meeting Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.


Kimberly Scheafer, City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20th day of June, 2007, by the following vote:

YEAS 6

NAYS 0

Melody Thompson

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer
Kimberly Scheafer, City Recorder Pro-Tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and TRANSPOR GROUP (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 \$15,083.00 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: Andy Mortensen
The Transpo Group, Inc.
11730 118th Avenue N.E., Suite 600
Kirkland, WA 98034

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

CONTRACTOR:

CITY OF CANBY:

By: *Robert M. [unclear]*

By: *Mark [unclear]*

Date: *5/18/07*

Date: *21 June 2007*

Approved as to form.

Joe Kelly

*Reviewed -
[Signature] 5/21/07*

EXHIBIT A - SCOPE OF WORK

Update Canby Transportation System Plan

The following Scope of Work outlines the specific tasks and the estimated number of hours and cost to assist the City of Canby in updating the Canby Transportation System Plan. Deliverables are described following their associated tasks. Our proposed budget is summarized in **Table 1**. We anticipate the TSP Update (following project meetings at the discretion of City Staff) to be complete by August 31, 2007.

Tasks and Deliverables

Task 1 Metro Travel Model Refinements. Task 1 includes the update and refinement of data including base and future year population and employment as input into the new METRO Travel Demand Model, TAZ structure and roadway network (emme/2) development and refinement, and assimilation of traffic counts for calibration. The Canby UGB and Comprehensive Plan forecasts will be reconciled with METRO population/employment forecasts, requiring coordination with City staff. This task will also include coordination with METRO to review and check the initial METRO model findings and suggest refinements for local enhancements.

Deliverables

- *Coordination and input to METRO model development, including:*
 - ✓ *Refinements to TAZ system*
 - ✓ *Establish demographic base year and future year projections (housing and employment)*
 - ✓ *Definition of emme/2 network attributes*
 - ✓ *Review and evaluation of emme/2 assignments, post-processing (intersection turn movements, direction volumes, etc)*
 - ✓ *Confirming model results (performance measures)*
- *Identification or confirmation of needed City and State transportation plan improvement projects.*

Task 2 Update Canby TSP. Elements from all of the individual work tasks (Tasks 3-5 below) will be packaged into updating the 2000 Draft Canby TSP. The updating of existing text, figures and tables of the 2000 Draft Canby TSP will be the primary work element for this task. The City will provide the Consultant with original WORD and EXCEL files of the 2000 Draft TSP from which this work will be completed. City Staff will also be responsible for updating the City's GIS maps as part of the 2000 TSP update (estimated at about 18 maps), based on the Consultant's mark-ups. Another significant portion of this task will be updating the TSP project list and costs in Chapter 5, including: (a) removing projects that have been completed since 2000, (b) revising and updating base year units costs, and, (c) adding new projects and cost estimates for the revised 20-year planning horizon.

Deliverables

- *CD with Updated Draft TSP Chapters "Transportation System Plan" (Chapters 1-6) and supporting Appendices – original WORD and EXCEL files for text and tables only.*
- *Review of City-prepared graphics based on Consultant mark-ups*

Task 3 Establish UBA/STA Designation for Hwy 99E. Task 3 includes development of conceptual plan options for designating 99E as a UBA (or STA), particularly within the core area of Canby. Findings of these options will be presented and discussed with ODOT and Clackamas County.

Deliverables

- Assimilation of Task findings in Final TSP.

Task 4 Update TPR Compliance Section of TSP. Revise Draft TSP Appendix summarizing Transportation Planning Rule compliance based on measures already completed and adopted by city since Draft TSP development and adoption (2000).

Deliverables

- Assimilation of Task findings in Final TSP.

Task 5 Revise Hwy 99E Bike Facility Plan. Task 5 includes development of conceptual plan options for bicycle facilities along 99E in Canby, including the following options: (1) reduced widths of travel lanes on 99E to include bike lane (re-striping) without highway widening, (2) "Sharrow" travel lane markings and posting (shared lane), (3) Widening 99E to accommodate new bicycle lanes, and (4) Do Nothing. These options will be presented and discussed with ODOT, Clackamas County, Advisory Group member and City Staff to identify best-fit option for inclusion in final TSP.

Deliverables

- Assimilation of Task findings in Final TSP.

Task 6 Project Meetings. Our Scope of Work includes two TSP project meetings to be determined and confirmed with City Staff. These meetings would be held to communicate and get feedback of the findings and recommendations for the Canby TSP Update.

Deliverables

- *Preparation and attendance at two TSP project Meetings.*
- *Monthly progress reporting and communication of critical issues throughout the project.*

Estimate of Hours

Our estimate to complete the Canby TSP Update is summarized in **Table 1**, which also indicates the individual consultant staff hours, and the lead consultant staff for each of the major work tasks. We have estimated a total of 56 consultant hours to complete the Canby TSP, at a cost estimated at approximately \$15,083.

Table 1

Canby TSP Update

Project Team and Respective Billing Rates

	Project Manager	Project Engineer	CAD-GIS/ Graphics	Project Admin
initials	AJM	JCP	LDK	JDP
billing rate	\$170	\$135	\$85	\$90

Labor:

Work Task					Hours	Cost
1 - Metro Travel Model Refinements						\$6,233
2 - Update Draft CanbyTSP & SDC Project List & Documentation	20			8	28	\$4,120
3 - Establish STA/UBA Designation for Hwy 99E	4				4	\$680
4 - Update TPR compliance findings	8				8	\$1,360
5 - Revise Hwy 99E Bicycle Plan Designation (bike lanes vs shared-lane)	4	2		2	8	\$1,130
6 - Meetings (2)	8				8	\$1,360
Total Hours: Tasks 1-6	44	2	0	10	56	
Labor Costs	\$7,480	\$270	\$0	\$900		\$14,883

Miscellaneous Expenses:

Item	Total Cost
Federal Express / Courier	\$0
Phone	\$0
Fax	\$0
Postage	\$0
Graphic supplies	\$0
Photography	\$0
Travel expenses	\$200
Reproduction (simulation CD's)	
Traffic counts	\$0
Traffic accident data	\$0
Spec. MPS model run	\$0
Transportation Concurency Application	\$0
Travel Time analysis	\$0
Misc. Expenses Costs	\$200

Subconsultants:

	Firm	Total Cost
1		\$0
2		\$0
3		\$0
4		\$0
5		\$0
Subconsultants		\$0

TOTAL COSTS : \$15,083