

ORDINANCE NO. 1250

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH FRANK C. BERG, ARCHITECT, P.C. FOR PROJECT MANAGEMENT SERVICES RELATING TO THE NEW POLICE AND COURT FACILITY FOR THE CITY OF CANBY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to design and construct a new Police and Court facility and will require a project manager to help with the design phase of the project; and

WHEREAS, the City has heretofore interviewed several potential candidates for the position of project manager and wishes to employ Frank C. Berg, Architect, P.C., as an independent contractor under a personal services contract for the purpose of carrying out the these activities; and

WHEREAS, a proposed personal services contract which is acceptable to the City has been signed by Frank C. Berg; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules set forth in Ordinance No 1170 and Resolution No. 897, Exhibit A, Section 6 B (7), the city may enter into personal service contracts not exceeding \$75,000.00 by direct appointment without competition; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into; 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 Frank C. Berg, Architect, P.C., 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 this project 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, June 20, 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, July 18, 2007, commencing at the hour of 7:30 PM in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

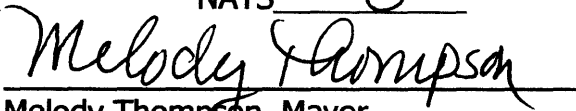


Kimberly Scheafer, City Recorder Pro-tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 18th day of July 2007, by the following vote:

YEAS 6

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 FRANCIS C. BERG, Architect P.C. (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 a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto, more specifically identified as A1.01 and A1.02 of "Basic Services".
- 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 on a fee-for-services basis according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "B-1 to B-3" attached hereto. Contractor agrees that \$47,000.00 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

EXHIBIT "A"

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 - 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.
- D. To the extent the Contractor is negligent, the Contractor shall indemnify, save harmless and defend the City, its officers, councilors and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions or fault of the Contractor or the Contractor's employees.

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 shall be named as an additional insured on all insurance required, except for professional liability coverage. 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: Mark Adcock, City Administrator
City of Canby
P.O. Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR:
Address:

Frank C. Berg, Architect P.C.

6393 Silverton Road N.E.
Salem, OR 97305
Telephone (503) 358-6810

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

CONTRACTOR:

CITY OF CANBY:

By: Francis C. Berg

By: Mara Olesch

Date: July 30, 2007

Date: 19 July 07

Exhibit "A"

A.1 "Basic Services"

A1.01 Services prior to the Design Phase:

- Assist with the development of an overall Project Work Plan. 60 Hrs.
- Assist the Owner with defining the Projects Goals and Objectives. 10 Hrs.
- Work with the Owner to refine an overall Project Budget and Schedule. 20 Hrs.
- Meet and work with the Owner's staff and the Project Stakeholders to define a preliminary program. 60 Hrs.
- Develop a process, such as a Request for Proposals, for the selection of the Project Architect & Engineering, (A&E), Team. 40 Hrs.
- Assist in the selection of the A&E Team. 10 Hrs.
- Assist with the development of an Agreement for the A&E Services. 20 Hrs.

220 Hrs.

A1.02 Services during the Design Phase:

- | | | Pre-Bond |
|---|-----------------|-----------------|
| • Coordinate services of Architect, Engineers and consultants. | 60 Hrs. | 20 Hrs. |
| • Attend regularly scheduled meetings with the Owner's management staff. | 60 Hrs. | 20 Hrs. |
| • Recommend options to balance budget if design exceeds the budget. | 60 Hrs. | 20 Hrs. |
| • Assist the Architect in submission of plans to Governing Agencies for conditional use approval, design review and building permits. | 60 Hrs. | 20 Hrs. |
| • Present project status reports to the Canby City Council. | 40 Hrs. | 20 Hrs. |
| • Attend project design meetings. | 60 Hrs. | 20 Hrs. |
| • Assist Owner's staff to understand drawings and specifications. | 60 Hrs. | 20 Hrs. |
| • Review cost estimates prepared by consultant or contractor. | 40 Hrs. | 20 Hrs. |
| • Monitor status of drawings and specifications to confirm that Architect and Engineers stay on schedule. | 40 Hrs. | 20 Hrs. |
| • Assist the Owner and Architect in the value engineering process. | 40 Hrs. | 10 Hrs. |
| • Assist the Owner and Architect to develop a quality assurance program for the construction phase. | 40 Hrs. | 0 Hrs. |
| • Assist the Owner and Architect to identify and order long lead items. | 40 Hrs. | 0 Hrs. |
| • Coordinate value engineering and constructability reviews. | <u>100 Hrs.</u> | <u>10 Hrs.</u> |

700 Hrs.

200 Hrs.

A.1.06 Other Services, (would be considered in addition to the *standard* scope of services, and available on request):

- | | | |
|--|----------|-----------------------------|
| • Assist Owner with project presentation to boards and commissions. | 40 Hrs. | |
| • Assist Owner with possible coordination, research and reports. | 40 Hrs. | |
| • Develop communication procedures between Owner and its staff. | 20 Hrs. | |
| • Assist Owner in communications with outside entities. | 40 Hrs. | |
| • Maintain complete project files. | N/C | |
| • Provide photographic documentation for the Owner. | 40 Hrs. | |
| • Schedule/conduct/document regular progress Team Meetings with Owner. | 100 Hrs. | |
| • Visit project site during design to provide comment/recommendations. | 20 Hrs. | |
| • Review/comment on the constructability/logistics of possible alternatives. | 40 Hrs. | |
| • Comprehensive estimates at 90% to 95% complete construction documents. | N/A | @ Pre-Design & Design Phase |
| • Approximately 60 days prior to expiration of the Contractor's warranty(s), facilitate and participate in, a project warranty walk-thru and warranty conference including a representative of the Owner, Architect/Engineer and Contractor. | N/A | @ Pre-Design & Design Phase |

340 Hrs.

Total Hours = 1240 Hrs.

PRE- BOND FEE ESTIMATE

PRE-DESIGN & DESIGN PERIOD	<u>June 2007 - November 2008</u>
CONSTRUCTION PERIOD	<u>November 2008 - November 2009</u>
POST CONSTRUCTION PERIOD	<u>December 2009 - January 2010</u>

FCB
5/13/2007

MONTH	Principal	Sr. Proj. Mgr.		Proj. Mgr.		Project Assist.		Clerical		TOTAL ESTIMATED	
	HRS	\$100.00	HRS	\$90.00	HRS	\$80.00	HRS	\$60.00	HRS	\$50.00	
2007 Pre-Design Services											
JUNE	8	\$800	60	\$5,400	0	\$0	0	\$0	4	\$200	\$6,400
JULY	8	\$800	60	\$5,400	0	\$0	0	\$0	4	\$200	\$6,400
AUGUST	8	\$800	64	\$5,760	0	\$0	0	\$0	4	\$200	\$6,760
Design Services											
SEPTEMBER	2	\$200	44	\$3,960	0	\$0	0	\$0	4	\$200	\$4,360
OCTOBER	2	\$200	44	\$3,960	0	\$0	0	\$0	4	\$200	\$4,360
NOVEMBER	2	\$200	44	\$3,960	0	\$0	0	\$0	4	\$200	\$4,360
DECEMBER	2	\$200	44	\$3,960	0	\$0	0	\$0	4	\$200	\$4,360
2008											
JANUARY	0	\$0	8	\$720	0	\$0	0	\$0	1	\$50	\$770
FEBRUARY	0	\$0	6	\$540	0	\$0	0	\$0	1	\$50	\$590
MARCH	0	\$0	4	\$360	0	\$0	0	\$0	1	\$50	\$410
APRIL	0	\$0	8	\$720	0	\$0	0	\$0	1	\$50	\$770
MAY	0	\$0	6	\$540	0	\$0	0	\$0	1	\$50	\$590
JUNE	0	\$0	4	\$360	0	\$0	0	\$0	1	\$50	\$410
JULY	0	\$0	8	\$720	0	\$0	0	\$0	1	\$50	\$770
AUGUST	0	\$0	6	\$540	0	\$0	0	\$0	1	\$50	\$590
SEPTEMBER	0	\$0	4	\$360	0	\$0	0	\$0	1	\$50	\$410
OCTOBER	0	\$0	8	\$720	0	\$0	0	\$0	1	\$50	\$770
NOVEMBER	0	\$0	6	\$540	0	\$0	0	\$0	1	\$50	\$590
	32	\$3,200	428	\$38,520	0	\$0	0	\$0	39	\$1,950	
TOTAL HRS.	<u>499</u>										\$43,670.00
EXPENSES			from page 2								\$3,330.00
SUBCONTRACTS											<u>\$0.00</u>
											\$47,000.00

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Francis C. Berg / Architect P.C.
City of Canby
New Police and Courts Facilities

Exhibit "B" page 2 of 3

PRE- BOND FEE ESTIMATE

PRE-DESIGN & DESIGN PERIOD	<u>June 2007 - November 2008</u>	<u>FCB</u>
CONSTRUCTION PERIOD	<u>November 2008 - November 2009</u>	<u>5/13/2007</u>
POST CONSTRUCTION PERIOD	<u>December 2009 - January 2010</u>	

EXPENSES / REIMBURSIBLES	MEMO	COST
MILEAGE	\$.50/mile	(8 TRIPS/MO. X 7 MO. X 75 MILES X \$.50/MILE) \$2,400
TRAVEL	(out of town, major trips)	
EXPENDABLE SUPPLIES	(field and/or office)	n/a
INITIAL SETUP		
COPY PAPER	1 pkg per week @ \$3 ea	(20 WEEKS AT \$3.00) \$60
FAX PAPER	1 pkg per month @ \$3 per	
TONER CARTRIDGES	\$100 every other month	(2 MONTHS X \$ 100.0) \$200
FILM	2 rolls & processing per week- est \$50/mo.	N/C
FILE FOLDERS	\$4.00 per box	20 BOXES X \$4) \$80
OTHER		
CELLULAR TELEPHONE		(9MONTHS X \$60) \$540
LONG DISTANCE PHONE CHARGES		\$50
FAX MACHINE	\$55 per month	N/C
COMPUTOR	\$180 per month	N/C
PRINTER	\$50 per month	N/C
CAMERA	\$15 per month	N/C
TAPE RECORDER		
WALKIE-TALKIES		
OFFICE/TRAILER RENTAL	\$300 - 500 / month.	n/a
MOB/DEMOB COST	incl utility conn etc. Est. \$200 per move	
UTILITY COSTS	\$100/mo.	
FURNISHINGS (field office)		n/a
DESKS		
CHAIRS		
TABLES		
PLAN RACK		
BOOKCASE		
SHELVING		
OTHER		

Francis C. Berg / Architect P.C.

City of Canby

New Police and Courts Facilities

Exhibit "B" page 3 of 3

PRE- BOND FEE ESTIMATE

PRE-DESIGN & DESIGN PERIOD	<u>June 2007 - November 2008</u>	FCB
CONSTRUCTION PERIOD	<u>November 2008 - November 2009</u>	<u>5/13/2007</u>
POST CONSTRUCTION PERIOD	<u>December 2009 - January 2010</u>	

SUBCONSULTANTS MEMO COST

COST ESTIMATING Not Included!

SCHEMATIC	_____
DESIGN DEVELOPMENT	_____
CONST. DOCUMENTS	_____
CHANGE ORDERS	_____
VALUE ENGINEERING	_____

ENGINEERING REVIEWS Not Included!

MECHANICAL	_____
ELECTRICAL	_____
OTHER, (Construction Documentation Review Services, Inc.)	\$0

SPECIAL INSPECTIONS Not Included!

SOILS, (Geotechnical Resources, Inc.)	\$0
CONCRETE	_____
STRUCTURAL STEEL	_____
MISC. STEEL	_____
MASONRY	_____
FIRE PROOFING	_____
ASPHALT	_____
FABRICATIONS	_____
ROOFING	_____
CEILINGS	_____

ENVIRONMENTAL TESTING Not Included!

ASBESTOS	_____
P. C. B.'s	_____
HYDROCARBONS	_____
OTHER	_____

SECURITY \$0

OPERATIONS \$0

TRAFFIC PLANNING \$0

CPM SCHEDULE \$0

INITIAL	_____
FOLLOW-UPS	_____
CLAIMS REVIEW	_____