

ORDINANCE NO. 1259

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MIG, INC., ARCHITECTS, FOR PROJECT MANAGEMENT SERVICES RELATED TO LEGACY PARK DEVELOPMENT FOR THE CITY OF CANBY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to expedite the final development of Legacy Park by hiring a firm to provide project management services; and

WHEREAS, the City of Canby has previously engaged the services of Bennett Burns, an architect for MIG, Inc. who led the original planning process for the Legacy Park area; 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 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,

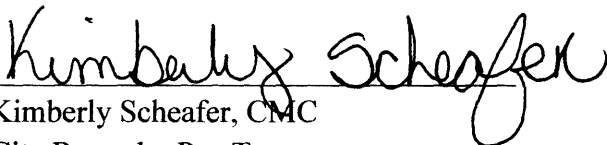
THE CITY OF CANBY ORDAINS AS FOLLOWS:

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 MIG, Inc., the copy of said contract is attached 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 special meeting thereof on Monday, October 22, 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, November 7, 2007, commencing at the hour of 7:30 PM in the Council Meeting Chambers at 155 NW 2nd Avenue in Canby, Oregon.

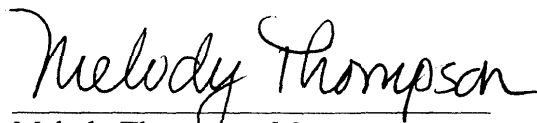


Kimberly Scheafer, CMC
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 7th day of November, 2007, by the following vote:

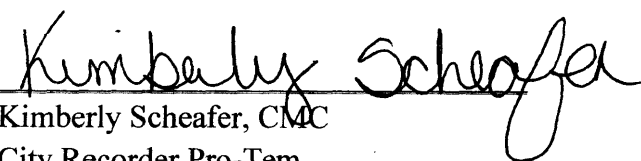
YEAS 4

NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder Pro-Tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and MIG, Inc., Architects (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 "B" attached hereto. Contractor agrees that \$45,440.00 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 Contractor shall provide City with copy of insurance certificate within 30 days of the date of this contract. Contractor shall name the City as an additional insured for the period of the contract. 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: Beth Saul
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Tara N. Byler
Moore, Iacofano & Goltsman, Inc.
815 SW 2nd Avenue, Suite 200
Portland, OR 97204

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

CONTRACTOR:

By: *Tim Gilbert*

Date: 11.16.07

CITY OF CANBY:

By:

Date:

Mark A. Couch
8 Nov 07

Approved as to form:
J. Kelley

EXHIBIT A
Legacy Neighborhood Park Improvements
Scope of Work

Understanding of the Project Program:

1. By hiring a consultant to perform project management, construction documentation, bidding, and construction administration, the City has made this project a priority to be completed as soon as possible.
2. The park should be durable and as low maintenance as possible.
3. The priorities for this park are:
 - A. Picnic Shelter
 - B. Irrigation
 - C. Trails/Paths
 - D. Meditation Garden

Scope of Work:

1. **Project Management.**
Throughout the project, MIG will provide an overview and ongoing communication with the City of Canby. MIG will also provide a project schedule and will monitor it, will review and coordinate invoicing, and will update the client on project progress.
2. **Project Start-Up and Scope Finalization.**
To begin the project, the MIG Team will organize and attend a kick-off meeting and site tour, will gather existing site information, and will research the City's code requirements.
3. **Topographic Survey (to be provided by the City).**
The City will supply a digital survey of the project area. This survey should provide the consultants with an AutoCAD base that includes all existing site features, utilities, and roadways, and the topography shown at one-foot contour intervals.
4. **Permit Research.**
The MIG Team will contact and meet with the appropriate agencies to clarify the requirements for the permitting process.
5. **Contract Documents.**
The MIG Team will develop a set of construction documents, and will provide a set of these documents to the City for review at 50%, 90%, and 100% completion. The CDs will include:
 - A. **Landscape Plans**
 - 1) Cover Sheet and Vicinity Map
 - 2) Existing Conditions/Demolition Plan
 - 3) Materials/Layout Plan
 - 4) Grading Plan
 - 5) Planting Plan
 - 6) Irrigation Plan
 - 7) Details
 - B. **Electrical Plans**
 - 1) Site Plan
 - 2) Details
6. **Contract Specifications.**
The MIG Team will provide the technical specifications to support the drawings.
7. **Opinion of Construction Cost.**

The MIG Team will develop an opinion of the construction cost for the project.

8. **Permitting.**

The MIG Team will coordinate with the appropriate agencies to ensure that the required permits are in hand before construction begins.

9. **Bidding.**

The MIG Team will facilitate the pre-bid meeting, will respond to contractor questions through the addenda process, and will assist the city in reviewing the bids and selecting a contractor.

10. **Construction Administration.**

The MIG Team will support the City during the project's construction administration process. MIG will attend a pre-construction meeting and review the proposed construction schedule. During the project, MIG will review submittals and respond to technical questions. To help ensure that the construction is following the design intent, MIG will have eight (8) site meetings and four (4) site visits during construction. To facilitate communications and construction modifications approved by the City, MIG will coordinate between the City and the contractor through Requests for Information and Change Orders. MIG will make one (1) site visit to create a "punch list" and one (1) final site visit to ensure that all items were completed. The final work performed by the MIG Team will be collecting the record drawings and documenting the modifications to the original drawings. MIG will review all the closeout documents for completeness, and will review the final pay application. The MIG Team will then provide the City with one (1) print set of these documents and digital copies of all pertinent text and drawing files.

EXHIBIT B: Legacy Neighborhood Park Improvements Fees

Prepared by MIG, Inc. 10/09/07

Task	David Walters, PD	Travis Scrivner, PM	Christina Frank	Assistant	Total Labor	Total Expenses*	TOTAL
<i>Hourly Billing Rates</i>	\$135	\$85	\$85	\$65			
1. Project Management							
1.1 Project Management	2	20		4	\$2,230	\$50	\$2,280
subtotal	2	20		4	\$2,230	\$50	\$2,280
2. Project Start-Up and Scope Finalization							
2.1 Kick-off Meeting and Site Tour	1	8			\$815	\$50	\$865
2.2 Gather Existing Data and Code Requirements			8		\$680	\$50	\$730
subtotal	1	8	8		\$1,495	\$100	\$1,595
3. Topographic Survey							
3.1 Topographic Survey (to be performed and delivered by City)		2			\$170	\$0	\$170
subtotal		2			\$170	\$0	\$170
4. Permit Requirements							
4.1 Research Permitting Requirements		4			\$340	\$0	\$340
subtotal		4			\$340	\$0	\$340
5. Contract Documents							
5.1 Cover Sheet and Vicinity Map			4		\$340	\$100	\$440
5.2 Landscape Existing Conditions/Demolition Plan		1	4		\$425	\$100	\$525
5.3 Landscape Materials/Layout Plan		4	24		\$2,380	\$100	\$2,480
5.4 Landscape Grading Plan	2		16		\$1,630	\$100	\$1,730
5.5 Landscape Planting Plan		4	16		\$1,700	\$100	\$1,800
5.6 Landscape Irrigation Plan	4		16		\$1,900	\$100	\$2,000
5.7 Landscape Details	4	24			\$2,580	\$100	\$2,680
5.8a Electrical Site Plan		2			\$170	\$100	\$270
5.8b Electrical Site Plan - subcontractor fee					\$2,500	\$100	\$2,600
5.9a Electrical Details		2			\$170	\$100	\$270
5.9b Electrical Details - subcontractor fee					\$2,500	\$100	\$2,600
5.10 50% CD Submittal		2			\$170	\$100	\$270
5.11 Progress Review	2	4	8		\$1,290	\$50	\$1,340
5.12 90% CD Submittal (Permit Set)		2			\$170	\$100	\$270
5.13 Progress Review	2	4	8		\$1,290	\$50	\$1,340
5.14 100% CD Submittal (Bid Set)		2			\$170	\$100	\$270
subtotal	14	51	96		\$15,555	\$2,300	\$17,855
6. Contract Specifications							
6.1 Contract Specifications	2	16		4	\$1,890	\$100	\$1,990
subtotal	2	16		4	\$1,890	\$100	\$1,990
7. Opinion of Construction Cost							
7.1 Opinion of Construction Cost	2	4	4	1	\$1,015	\$50	\$1,065
subtotal	2	4	4	1	\$1,015	\$50	\$1,065

8. Permitting									
8.1	Confirm Permits Prior to Construction		8			\$680	\$0	\$680	
		subtotal	8			\$680	\$0	\$680	
9. Bidding									
9.1	Pre-Bid Meeting	2	4			\$610	\$50	\$660	
9.2	Bid Questions (addenda input)	2	8	8	2	\$1,760	\$100	\$1,860	
9.3	Bid Opening and Review	2	4			\$610	\$50	\$660	
		subtotal	6	16	8	2	\$2,980	\$200	\$3,180
10. Construction Administration									
10.1	Pre Construction Meeting (1)	2	4			\$610	\$50	\$660	
10.2	Submittal Review		4		1	\$405	\$0	\$405	
10.3	Address Technical Questions	2	16		1	\$1,695	\$0	\$1,695	
10.4	Site Meetings (8)	4	32			\$3,260	\$200	\$3,460	
10.5	Site Visits (4)		16	16		\$2,720	\$100	\$2,820	
10.6	Requests for Information and Change Orders	2	16		2	\$1,760	\$0	\$1,760	
10.7	Punch List	1	8		0	\$815	\$50	\$865	
10.8	Final Acceptance (1)	2	8			\$950	\$50	\$1,000	
10.9	Close Out Documentation	1	4		1	\$540	\$50	\$590	
		subtotal	14	108	16	5	\$22,755	\$500	\$23,255
		GRAND TOTAL							

* Expenses listed above are an estimate only. Actual expenses will be at cost, plus 10% for handling.

