

ORDINANCE 1272

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A PERSONAL SERVICES CONTRACT WITH SCOTT BECK, ARCHITECT FOR ARCHITECTURAL SERVICES FOR THE LEGACY PARK PICNIC SHELTER; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby wishes to construct a picnic shelter for Legacy 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 scope of work for these services which is acceptable to the City; 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 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.

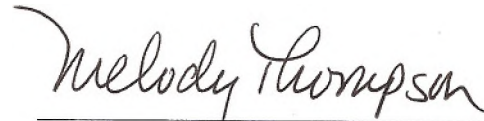
SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, March 5, 2008 and ordered posted in three (3) public and

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 19, 2008, commencing at the hour of 7:30 P.M. in the Council Chambers at 155 NW 2nd Avenue, Canby, Oregon.


Kimberly Scheafer, CMC
City Recorder Pro-Tem

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on March 19, 2008 by the following vote:

YEAS 5 NAYS 1


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 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 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 by the Contractor. See Exhibit "A" attached hereto. Contractor agrees that \$20,400.00 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.

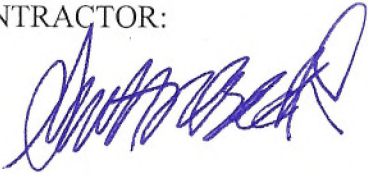
10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
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: Mark C. Adcock
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

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

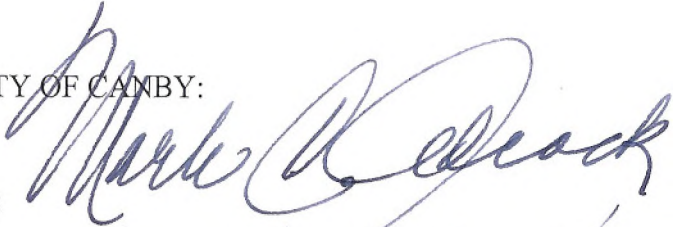
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

By: 

Date: 3-21-2008

CITY OF CANBY:

By: 

Date: 20 March 2008

Approved as to form:



EXHIBIT "A"

Scott Beck, Architect

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

2/22/08

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

**Subject: Fee Proposal for Architectural Services
for Legacy Park Picnic Shelter Project.**

Dear Beth,

Following is our proposed fee structure for the Legacy Park Public Picnic Shelter Facility. 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 included in the scope of the proposed services.

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 fee for construction documents.

Legacy Park Picnic Shelter Facility: \$ 20,400.*

*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

Scott R. Beck, Principal