

RESOLUTION NO. 1146

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION INSPECTION SERVICES BETWEEN THE CITY AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, INC.

WHEREAS, the City of Troutdale has a need for construction inspection services to ensure that the City's Construction Standards are being adhered to by the general contractor during the construction and/or installation of public utilities to be owned and maintained by the City; and

WHEREAS, proposals were solicited from several professional firms interested and qualified to provide construction inspection services; and

WHEREAS, staff has received and reviewed proposals submitted by several firms and recommended the one best able to meet the needs of the City, Construction Management and Inspection Services, Inc.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

The Mayor is authorized to enter into a professional services contract for construction inspection services with Construction Management and Inspection Services, Inc.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 13TH DAY OF DECEMBER, 1994.

YEAS: 5
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

DATED: 12-14-94

ATTEST:


George Martinez
City Recorder

CITY OF TROUTDALE

PROFESSIONAL SERVICES CONTRACT

PUBLIC WORKS INSPECTION/MANAGEMENT SERVICES

This agreement entered into on this 13th day of December, 1994, by and between the City of Troutdale, a municipal corporation (CITY) and CONSTRUCTION MANAGEMENT & INSPECTION INC., an Oregon Corporation (CONTRACTOR).

RECITALS

- 1.1 The CITY has a need to inspect the construction of certain Public Works facilities.
- 1.2 The CONTRACTOR specializes in management and inspection of construction projects.
- 1.3 The CITY desires to employ the services of the CONTRACTOR for project management and inspection purposes.
- 1.4 The CONTRACTOR desires to perform such services for the compensation provided in this agreement.

DEFINITIONS

- 2.1 All definitions typical and normal to this type of work shall be accepted by both parties.

SCOPE OF SERVICES

- 3.1 The CONTRACTOR shall utilize his knowledge and expertise to manage and inspect certain City of Troutdale public works construction in accordance with standards promulgated by the American Public Works Association, the Oregon Department of Transportation, and the City of Troutdale.
- 3.2 The CONTRACTOR shall cooperate with any consultants and contractors retained by the CITY for any planning, engineering design, construction or other activity related to the scope of work specified in this contract.
- 3.3 The CONTRACTOR, being experienced in municipal facilities construction inspection and having a thorough working knowledge of construction standards, shall:
 - A. Determine those phases of construction requiring an on-site presence and ensure adequate coverage thereof.

B. Inspect the work performed on the construction projects to ensure conformance to specifications and adherence to standards.

C. Prepare, maintain, and submit a Daily Construction Report in the format substantially as shown in Attachment 1.

3.4 The CONTRACTOR shall provide all tools, equipment, materials, and facilities required in the performance of this contract.

3.5 The CONTRACTOR shall carry adequate coverage for commercial liability insurance and worker's compensation insurance. All vehicles used on-site by the contractor and/or his representative shall be insured as well.

3.6 This is not an exclusive contract for construction inspection services, and nothing herein shall be construed to limit the City in using its own staff or another contractor to provide the same or similar services.

TERMINATION

4.1 Failure to perform in accordance with the terms of this agreement may constitute a breach. Either party may terminate this agreement upon breach by the other party providing that the terminating party first provides written notice of such breach to the other party and such breach has not been corrected within fifteen (15) days.

4.2 Either party may terminate this contract other than for default by providing thirty (30) days written notice to the other party.

COMPENSATION

5.1 The CONTRACTOR shall perform the services for the hourly rate(s) provided in its fee schedule as may be amended. Overtime will be paid at 1.3 times the standard hourly rate. Overtime is charged for the on-site representative's time only after the 40-hour work week total is exceeded.

5.2 The CONTRACTOR shall submit billings for work performed on a monthly basis. Amount due shall be based upon City approved time sheets. The CITY shall issue a check to the CONTRACTOR no later than 15 days following the submitted billing.

RELATIONSHIP

6.1 It is understood that the relationship of CONTRACTOR to the CITY is that of an "Independent Contractor".

PARTIAL INVALIDITY

7.1 If any term, provision, covenant or condition of this agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and the effects in no way shall be affected, impaired or invalidated.

ASSIGNMENT

8.1 CONTRACTOR binds itself, its successors, and assigns to the CITY in respect to all provisions of this agreement and neither CITY nor CONTRACTOR shall assign, subcontract or transfer its assigns in this agreement without written consent to the other.

AMENDMENTS

9.1 This instrument constitutes the entire agreement between the parties. Any oral representations or modifications concerning this instrument shall be of no force or effect unless a subsequent modification is made in writing, signed by both parties.

ENFORCEMENT

10.1 The failure on the part of either party to enforce any provision of this agreement shall not be a waiver of the right to enforce such provisions at a later time or the right to enforce any other provisions of this agreement.

CITY OF TROUTDALE

By: *Paul J. DePiero*

Title: Mayor Date: 12-14-94

CONSTRUCTION MANAGEMENT & INSPECTION, INC.

By: *Jim D. Bond*

Title: President CEO Date: 12-19-94