

**ORDINANCE NO. 1530**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES TO COMPLETE IMPROVEMENTS TO N LOCUST STREET RECONSTRUCTION; AND DECLARING AN EMERGENCY.**

**WHEREAS**, CURRAN-McLEOD, INC. City's Engineer of Record has provided preliminary planning, preliminary engineering and cost estimates for engineering and construction for the needed improvements to the North Locust Street Reconstruction; and

**WHEREAS**, CURRAN-McLEOD, INC. and the CITY OF CANBY have been working with ODOT to secure \$352,194.57 in Fund Exchange monies to pay for part of the construction cost on this project; and


**WHEREAS**, the City of Canby has budgeted expenditures for this work in FY 2020-2021; Now therefore,

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The Interim City Administrator is 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 CURRAN-MCLEOD, INC for engineering services in an amount not to exceed \$53,700 for design phase services and \$36,300 for construction phase services in Fiscal Year 2020-2021, for a total contract amount of \$90,000.

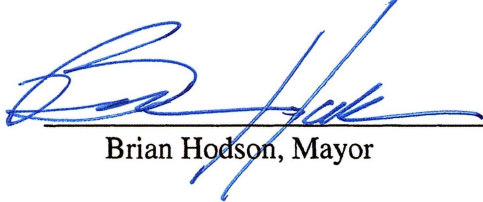
Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, July 15, 2020; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, August 5, 2020 after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 222 NE 2<sup>nd</sup> Avenue, Canby, Oregon.

  
\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of August 2020 by the following vote:

YEAS 5 NAYS 0

  
\_\_\_\_\_  
Brian Hodson, Mayor

ATTEST:

  
\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**AFFIDAVIT OF POSTING**

**STATE OF OREGON**        )  
  )  
**County of Clackamas**    )        ss:  
  )  
**CITY OF CANBY**            )

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 15<sup>th</sup> day of July, 2020 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1530 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 16<sup>th</sup> day of July, 2020, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building – Front Doors
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of five (5) days and until the very 5<sup>th</sup> day of August, 2020.

Melissa Bisset  
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 22nd day of July, 2020.

Erin Elizabeth Burckhard  
Notary Public for Oregon  
My Commission Expires: 9/4/2022







**CITY OF CANBY  
NORTH LOCUST STREET RECONSTRUCTION  
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this 5<sup>th</sup> day of August, 2020, by and between the **CITY OF CANBY**, Oregon, hereafter referred to as the OWNER, and **CURRAN-McLEOD, INC. Consulting Engineers**, Portland, Oregon, hereafter referred to as the ENGINEER.

The OWNER intends to construct the North Locust Street Reconstruction for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said improvements.

**WITNESSETH**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

**SECTION A - ENGINEERING SERVICES**

The ENGINEER shall furnish engineering services to accomplish the work identified above and as more specifically identified in the correspondence dated June 23, 2020, attached as Exhibit A:

1. The ENGINEER will attend conferences with the OWNER, representatives of the State, or other interested parties as may be required for completion of the work previously described.
2. After the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary alignment determination, accomplish the detailed design of the projects, prepare construction Drawings, Specifications and Contract Documents, and prepare a final cost estimate based on the final design. It is also understood that if additional subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

Statements of probable construction costs and detailed cost estimates prepared by the ENGINEER represent his best judgment as a design professional familiar with the Construction Industry. It is recognized, however, that neither the ENGINEER nor the OWNER has any control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly the ENGINEER cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the ENGINEER.

**Design Phase Engineering Cost Estimate:**

Field Research & Preliminary Layout	\$5,000
ODOT Prospectus Preparation & Submittal	2,200
Roadway Horizontal & Vertical Design	10,500
Utility Design, Storm, Sanitary & Electrical	12,700
Base Maps & Plan Sheet Graphics, 9 sheets	15,800
Contract Documents & Specifications	4,500
Preconstruction Monumentation Survey Filing	<u>3,000</u>
Total Design Phase Engineering	<u>\$53,700</u>

**Construction Phase Engineering Cost Estimate:**

Bid Procedure	\$4,500
Construction Staking	11,500
Contract Administration, As-builts	6,700
Project Closeout	3,700
Post-Construction Monumentation Survey Filing	3,100
Field Inspection, est 60 hrs	<u>6,800</u>
Total Construction Phase Engineering	<u>\$ 36,300</u>

We have attached for your review an estimate of construction costs and engineering costs and a copy of the Engineering Services Contract. The design engineering phase cost will be billed based on a lump sum and billed as percent complete while the construction engineering phase will be billed hourly, as needed, based on the standard hourly rates schedule not to exceed the estimated budget.

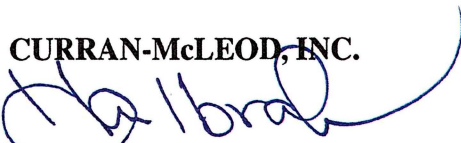
Excluded from our estimates are the costs of publishing in the Daily Journal of Commerce and BOLI fee. Those expenses will be billed directly to the City and are estimated at approximately \$2,500.

The design on this project will proceed during the fall months of 2020 and be ready to bid in the winter or spring of 2021.

If you have any concerns or questions, please let me know.

Sincerely,

**CURRAN-McLEOD, INC.**

  
Hassan A. Ibrahim, PE

cc: Engineering Services Contract  
Standard Hourly Rates (Exhibit "B")

A.4	Clearing & Grubbing, Tree and Landscape Protection and Site Restoration	All	LS	8,000.00	8,000.00
A.5	Common Excavation(15" depth)	2,600	CY	20.00	52,000.00
A.6	Subgrade/ Trench Stabilization	50	CY	35.00	1,750.00
A.7	Sawcut Asphalt/ Concrete Pavement	300	LF	2.00	600.00
				Subtotal	\$96,550.00
<b>B. Paving and Surfacing</b>					
B.1	1"-0" Crushed Rock (12" deep)	5,100	SY	12.00	61,200.00
B.2	Type "C" Concrete Curb	2,800	LF	16.00	44,800.00
B.3	6" Concrete Driveway w/2" Leveling Rock	350	SY	75.00	26,250.00
B.4	4" Concrete sidewalk w/ 2" Leveling Rock	800	SY	60.00	48,000.00
B.5	ADA Cast-in-Place Truncated Dome Mats	6	Each	400.00	2,400.00
B.6	½" Dense Mix Asphalt Pavement (4" deep)	1,200	Tons	90.00	108,000.00
B.7	Pavement Striping	All	LS	2,000.00	2,000.00
				Subtotal	\$292,650.00
<b>C. Storm Drainage</b>					
C.1	12" Diameter HDPE w/Trench Excavation and Rock Backfill	150	LF	600.00	90,000.00
C.2	Type G-2 Catch Basins	6	Each	2,000.00	12,000.00
C.3	48" Diameter Sedimentation Manhole	3	Each	5,000.00	15,000.00
C.4	48" Diameter Drywells	3	Each	30,000.00	90,000.00
				Subtotal	\$207,000.00
<b>D. Sanitary Sewer</b>					
D.1	6" Cleanouts, All Depths	30	Each	1,500.00	45,000.00
				Subtotal	\$45,000.00
<b>E. Utilities</b>					
E.1	Utility Trenching including Shading and Rock or Sand Backfill (Single Trench)	900	LF	10.00	9,000.00
E.2	Excavate, Prep Rock Pad and Rock Backfill Vaults/ Transformers	5	Each	1,000.00	5,000.00
E.3	Excavate and Rock Backfill for Street Light Poles	6	Each	800.00	4,800.00
				Subtotal	\$18,800.00
				Construction Cost	\$660,000.00
				Canby Utility Cost	\$25,000.00
				Engineering & Construction Phases Cost	\$90,000.00
				Contingency (10%)	\$65,000.00
				<b>TOTAL CONSTRUCTION COST</b>	<b>\$840,000.00</b>

Estimated costs of engineering work is listed below:



CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210  
PORTLAND, OREGON 97223

June 23, 2020

Mr. Jerry Nelzen  
City of Canby  
182 N Holly Street  
Canby, OR 97013

Exhibit "A"

**RE: CITY OF CANBY  
N LOCUST STREET RECONSTRUCTION  
ENGINEERING PROPOSAL**

Dear Jerry:

We appreciate the opportunity to assist the City of Canby in providing design engineering and construction management cost estimate for N. Locust Street reconstruction. The project is located between NE 4<sup>th</sup> Avenue and NE 10<sup>th</sup> Avenue. The existing street width is mostly 39 feet with old curbs along most of this stretch and with intermittent sidewalks.

North Locust Street is classified as a local street in the City Transportation System Plan. We have reviewed the anticipated scope of work based on the design and construction of approximately 1,375 lineal foot, 33-foot paved street width in 40-foot existing right-of-way. The improvements will include new curbs, 5-foot wide sidewalks on the west side only, ADA ramps at the intersections, driveways, street lights, excavation, paving, 8" sanitary sewer on NE 9<sup>th</sup> Avenue, reconstruct services and reconnect to new main, installing cleanouts at the existing individual sanitary sewer laterals and storm drain will be part of these improvements. Only minimal water and private utility line modifications will be needed because this area has already fully served. If water and franchise utility upgrades are desired, they can be accommodated as a component of the work before the placement of the final asphalt paving.

This street width will be narrowed to 33 feet to allow the improvements to fit within the limited right-of-way. Although narrow, on-street parallel parking will be permitted on both sides of the roadway.

The following is an estimate of cost for the project. No costs are included in the estimates for easements preparation and no easements should be required. Design surveys have already been completed prior to this proposal.

<b>A. Site Preparation</b>					
A.1	Mobilization (5% of the total cost)	All	Lump Sum	\$28,200.00	\$28,200.00
A.2	Temporary Protection & Direction of Traffic	All	LS	4,000.00	4,000.00
A.3	Erosion Control	All	LS	2,000.00	2,000.00

3. The Contract Documents furnished by the ENGINEER under Section A-2 shall include the State of Oregon Prevailing Wage Rates or the Federal Davis Bacon Prevailing Wage Rates as applicable, and OWNER, funding agency, and state requirements as appropriate.
4. Prior to the advertisement for bids, the ENGINEER will provide for each Construction Contract, not to exceed 10 copies of detailed Drawings, Specifications, and Contract Documents for use by the OWNER, and for appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, Specifications, and Contract Documents shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of permits and review fees as provided in Section F-2 of this Agreement.
5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof, unless this task is identified and included in the proposed scope of work herein.
6. The ENGINEER will furnish additional copies of the Drawings, Specifications and Contract Documents as required by prospective bidders, materials suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER three sets of the Drawings, Specifications and Contract Documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
7. The ENGINEER will require prospective contractors to file an approved Pre-qualification Form with the Oregon Department of Transportation and will require a Bid Bond not to exceed 10% in the Bidding Documents to secure the Bid.
8. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, make recommendations for awarding contracts for construction.
9. The ENGINEER will assist in the Preconstruction Conference, and will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by Contractors.



10. The ENGINEER will interpret the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor. The ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted industry standards of the practice of professional engineering.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to assure conformance with the design concept.
12. The ENGINEER will establish baselines and grades for locating the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
13. The ENGINEER, as representative of the OWNER during the construction phase, shall advise and consult with the OWNER and all of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER. The ENGINEER shall have the authority to act on behalf of the OWNER to the extent provided in this Agreement.
14. Unless otherwise requested by the OWNER in writing, the ENGINEER will not provide Resident Construction Inspection. The ENGINEER'S undertaking construction inspection hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
16. The ENGINEER will prepare and review necessary contract Change Orders on a timely basis for consideration of approval by the OWNER.
17. The ENGINEER and a representative of the OWNER will make an inspection of the project or project element to determine the status of completion. The ENGINEER may issue a Certificate of Substantial Completion consistent with the General Conditions of the Construction Contract Documents.
18. The ENGINEER will provide the OWNER with one set of record drawings on electronic media and three sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction, as specifically required in the Construction Contract, and reviewed by the ENGINEER, and from the ENGINEER'S construction data.



19. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
20. The ENGINEER will be available for site visits to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of the Certificate of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of initiation of the 12 month warranty period.

## **SECTION B - COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule:

### **Design Phase Engineering:**

- Fifty-Three Thousand Seven Hundred and No/100 Dollars (\$53,700)

### **Construction Phase Engineering:**

- Thirty-Six Thousand Three Hundred and No/100 Dollars (\$36,300)

2. The compensation for the above Engineering Services shall be as follows:
  - a. Preliminary and Design Phase Services shall include items A-1 through A-5.
  - b. Billings shall be submitted monthly by the ENGINEER for Preliminary and Design Phase Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion for Preliminary and Design Phase Services.
  - c. Construction Engineering Services and Construction Inspection shall include items A-6 through A-20 and shall be billed by the ENGINEER on an hourly basis. The total shall not exceed the budget figures under Article B.1 above without the express written authorization of the OWNER.
  - d. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced Exhibit B.
  - e. In the event of multiple construction contracts, the ENGINEER may negotiate revised figures under Article B.1.

## **SECTION C - RESIDENT CONSTRUCTION INSPECTION**

If the OWNER requests the ENGINEER to provide Resident Construction Inspection, the ENGINEER will, prior to the Preconstruction Conference, submit a resume of the Resident Inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the "Inspector" rate schedule set out in Exhibit B. The ENGINEER will render to OWNER for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. A separate agreement shall be negotiated for Resident Construction Inspections Services setting out estimated hours required and maximum estimated fees and charges.

## **SECTION D - ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER.

1. Financial feasibility or other special studies.
2. Record boundary surveys or other similar surveys, excepting surveys required to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.
10. Preparing documents for alternate bids requested by the OWNER.

11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.
13. Providing construction engineering and inspection services after the construction contract time has been exceeded.

Unless identified as included in the proposed scope of work herein, payment for the services specified in this Section D shall be as agreed in writing prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

#### **SECTION E - OWNER'S RESPONSIBILITIES**

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. The OWNER shall furnish all pertinent existing mechanical, chemical or other laboratory tests, inspections and reports as required by law or the Contract Documents, and which may impact the design.
4. The OWNER shall furnish such legal, accounting and insurance counseling services as may be necessary for the project, and such auditing services as he may require to ascertain how or for what purposes the CONTRACTOR has used the moneys paid to him under the Construction Contract.
5. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt oral notice with written confirmation thereof to the ENGINEER.
6. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.



## SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, technical review fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.
4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER a copy of survey notes establishing bench marks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a twenty-four month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.
8. Termination
  - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten

- (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days' written notice, (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
  - c. If termination for default is effected by the OWNER an equitable adjustment in the price provided for in the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
  - d. Upon receipt of a termination action under paragraphs a. or b. above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER reproducible data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement whether completed or in process.
  - e. Upon termination under paragraphs a. or b. above, the OWNER may take over the work and may award another party a contract to complete the work under this Agreement.
  - f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph c. of this clause.
9. The ENGINEER agrees to hold harmless and indemnify the OWNER against all claims, damages, losses and costs, including costs of defense, arising out of the negligent performances of engineering services under this Agreement. OWNER may make claim under applicable law against ENGINEER or ENGINEER'S insurance carriers for any loss, damage or cost arising out of ENGINEER'S negligent performance of services under this Agreement.

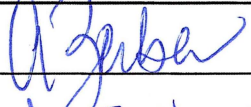
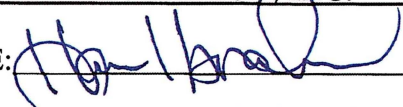


10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
11. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees or agents.
12. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.  
  
OWNER shall have no right to control the manner of the performance of the services, but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.
15. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement
16. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
17. This CONTRACT shall be construed according to the laws of the State of Oregon. Any litigation between the OWNER and the ENGINEER or out of work performed under this CONTRACT shall occur in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.



18. This Agreement, including Exhibits A and B, represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: <u>CITY OF CANBY</u>	ENGINEER: <u>CURRAN-McLEOD, INC.</u>
SIGNATURE: <u></u>	SIGNATURE: <u></u>
NAME: <u>Amanda Zeiber</u>	NAME: <u>HASSAD IBRAHIM</u>
TITLE: <u>Interim City Administrator</u>	TITLE: <u>PRINCIPAL ENGINEER</u>
DATE: <u>08-10-20</u>	DATE: <u>6-23-2020</u>

# **STANDARD HOURLY RATES**

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Effective January 1, 2019

Senior Principal Engineer	\$ 138.00
Principal Engineer	128.00
Project Engineer/Manager	125.00
Design Engineer/Manager	90.00
Design Technician/Inspector	80.00
Graphics Technician	75.00
Word Processing	65.00
Sub-Consultants	At Cost

# **REIMBURSABLE EXPENSES**

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CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expense, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.