

A RESOLUTION AUTHORIZING THE MAYOR, )  
RECORDER AND DIRECTOR OF PUBLIC WORKS )  
OF THE CITY OF LEBANON TO ENTER INTO )  
AN AGREEMENT WITH KRAUS AND DALKE, )  
CONSULTING ENGINEERS. )

RESOLUTION NO. 35  
for 1977

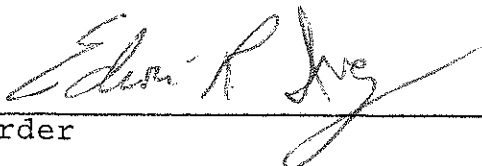
BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON  
AS FOLLOWS:

Section 1. That the Mayor, Recorder and Director of Public Works of the City of Lebanon are hereby authorized and directed to enter into an agreement with Kraus and Dalke, Consulting Engineers, in which the latter shall perform engineering services and give consultation and advice in connection with the City's Eastside Drainage District, and to obligate the City in the amount of \$19,084.00 therefor. A copy of said agreement is attached hereto.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 28th day of September, 1977.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

## A G R E E M E N T

This agreement made as of the 28<sup>th</sup> day of September, 1977, by and between the City of Lebanon, an Oregon municipal corporation, hereinafter referred to as the CITY, and Kraus and Dalke Consulting Engineers, hereinafter called the ENGINEER, and

WHEREAS, the CITY intends to conduct a Storm Drainage Study of the City's East Side Drainage District, Areas 1 and 2 in preparation of modifying and upgrading the same to meet the needs of health, safety, and the protection of property, and

WHEREAS, the ENGINEER expressly represents that it is a registered professional engineer in the State of Oregon, capable and able to serve as the CITY'S professional representative in the preparation of a Storm Drainage Study, now therefore

## WITNESSETH

1. The ENGINEER hereby agrees to serve as the CITY'S professional representative in the preparation of the Storm Drainage Study of the City's East Side Drainage District, Areas 1 and 2, Exhibit 'A' and shall thereby give consultation and advice to the CITY and perform the basic engineering services as outlined in Exhibit 'B', attached hereto and by this reference fully incorporated herein.
2. The ENGINEER hereby further agrees that the following schedule shall be followed and adhered to:
  - I. Areas 1 and 2, set forth in Exhibit 'A', shall be completed by April 30, 1978;
  - II. Immediately upon completion of Areas 1 and 2, the ENGINEER will provide the CITY with 10 copies of the final report.
3. In consideration of this agreement, the CITY agrees to provide the ENGINEER with all information available concerning the requirements for the study as described herein and agrees to the following:

- I. The CITY shall guarantee access to and make provisions for the ENGINEER to enter upon public and private lands as is required for the ENGINEER to perform the work required, such as surveys and inspections, in the preparation, development and completion of the study;
  - II. The CITY agrees to give prompt and thorough consideration to all documents submitted by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable period of time so as not to cause unnecessary delay of the work of the ENGINEER;
  - III. The CITY agrees to promptly enter a contractual agreement with an Aerial Photogrammetrist for the securing of an Aerial Flight and Contour Maps of the Study Areas as prescribed under Item 5 of Exhibit 'B', following the acquisition of an acceptable cost proposal for said services;
  - IV. The CITY further acknowledges that the timely preparation of Contour Maps are a primary necessity for the completion of the Drainage Study and will not hold the ENGINEER responsible for undue delays encountered in the development of said maps.
4. As further consideration for this agreement, the CITY agrees to pay the ENGINEER a total fee of Nineteen Thousand Eighty Four Dollars (\$19,084), to be paid as follows:
- I. The CITY shall pay every second month that portion of the fees earned by the ENGINEER during that period upon presentation of a written itemization from the ENGINEER detailing the work performed: provided, however, that these progress payments shall not exceed a total of Ninety percent (90%) of the total fee hereinbefore stated;

- II. Final payment of the balance of the total fee shall be made following the review of the Study and its acceptance of the final report;
- III. If any work performed by the ENGINEER is suspended or abandoned by the CITY, either in whole or part, the ENGINEER shall be entitled to compensation for work performed by it prior to receipt of written notice from the CITY of such suspension or abandonment, together with any terminal expense resulting therefrom, plus a reasonable profit.
5. The ENGINEER expressly warrants that all work performed pursuant to this Agreement shall be done in a workmanlike manner as is consistent with standard engineering practices and that the final report shall be thoroughly prepared and properly presented to the City of Lebanon.
6. Both parties agree that time is of the essence and neither party shall delay or interfere with the timely preparation, completion or filing of the reports required herein.
7. Neither party shall assign, transfer or sublet its interest hereunder without the express written consent of the other.

AGREED to this day

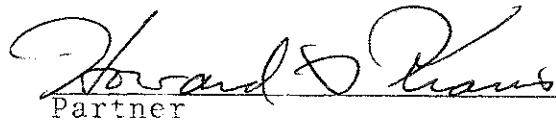
CITY OF LEBANON  
LEBANON, OREGON

  
\_\_\_\_\_  
Mayor

Director of Public Works

  
\_\_\_\_\_  
City Manager

KRAUS & DALKE  
PROFESSIONAL ENGINEERS

  
\_\_\_\_\_  
Partner

  
\_\_\_\_\_  
Partner

# EXHIBIT "A"

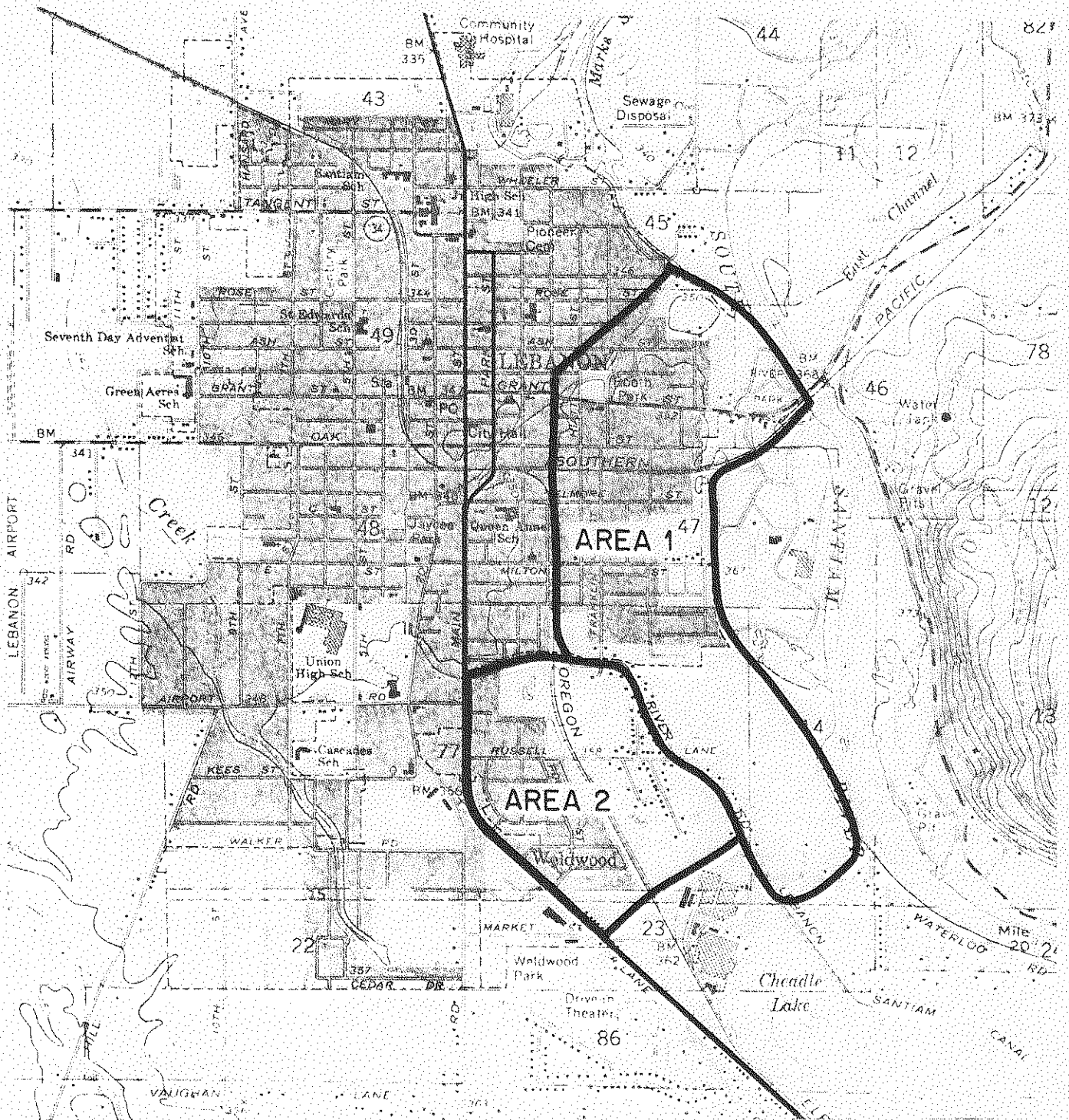


EXHIBIT 'B'

EAST SIDE DRAINAGE DISTRICT

SUMMARY OF SERVICES

1. Physical inventory and flow analysis of existing subsurface drainage facilities.
2. Condition evaluation of existing facilities.
3. Conference with staff regarding problem areas.
4. Premark for aerial flight that cover within urban growth boundary approximately 5500 acres.
5. Secure cost proposals from consulting photogrammetrist for flight photos and map plotting. Maps to be drawn at a scale of 1" = 100' horizontal, 2' vertical contour interval with spot elevations.
6. Provide horizontal and vertical control as required by photogrammetrist.
7. Locate bench marks in improved sections of Areas 1 and 2 on USGS datum within 1000 feet maximum grid spacing, all survey work to be 3 order.
8. Prepare Master Storm Drainage Maps indicating pipe size, catch basin location and directions of flow, manhole number and lateral identifications.
9. Prepare storm drainage design data sheets indicating pipe sizes, lengths, slopes, runoff, cutoff/acreage, rainfall, pipe capacity, fluid velocity, invert elevations at manholes.
10. Prepare Construction Cost Estimates for individual subbasin areas.
11. Review potential funding sources and analyze property configurations. Make recommendations for Bancroft Assessment procedure.
12. Summarize findings and make recommendations regarding system maintenance and development.
13. Present City with sound copies of final report, conference with staff and electorate, and assist City in conducting public hearings regarding implementation of report.
14. Work with City staff in formation of an S.L.D. for Area 1, and assist in the conduction of Public Hearings.