

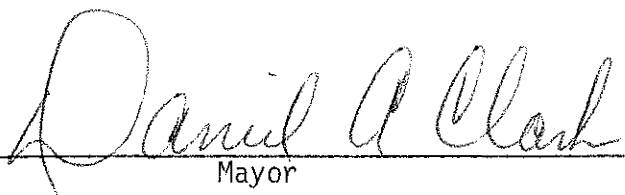
A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO TERMINATE THE PRESENT
AGREEMENT WITH CONSULTING ENGINEERS
FOR S. MAIN ROAD PROJECT)

RESOLUTION NO. 13
for 1980

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

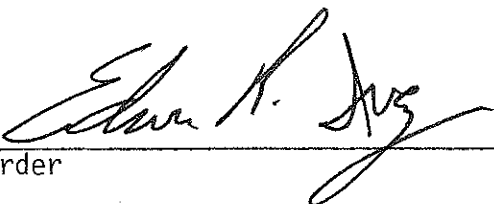
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to terminate the present "Consultant Agreement - Local Government Project" between the City and H.G.E. Inc. dated February 28, 1980 and to enter into a revised consultant agreement with H.G.E., Inc. for engineering and inspection services for the City's South Main Road project. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 22nd day of April, 1980.



Mayor

ATTEST:



Recorder

AGREEMENT FOR ENGINEERING SERVICES
FOR
CITY OF LEBANON

* * * * *

THIS AGREEMENT, made this 22nd day of April, 1980, by and between the CITY OF LEBANON, Oregon, hereafter referred to as OWNER, and H. G. E., INC., Coos Bay, Oregon, hereinafter referred to as the ENGINEER:

THE OWNER intends to construct improvements on South Main Road from "H" Street to Vaughan Lane, on Airport Road from Fifth Street to Santiam Highway, and on Walker Road from Seventh Street to South Main Road. The ENGINEER agrees to perform the various professional engineering services required for the design and construction of said project. The scope of said project is set forth in the request for engineering proposals as issued by the OWNER in January, 1980.

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 basic engineering services as follows:

1. The ENGINEER will attend conferences and otherwise coordinate with the OWNER.
2. The ENGINEER will accomplish the detailed design of the project, prepare detailed drawings, specifications and contract documents, and make a final cost estimate based on the final design for the entire system. The ENGINEER shall provide design surveys as required. It is also understood that if subsurface explorations such as borings, soil tests and the like are required during the design phase to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish said explorations without additional charge.
3. The Contract Documents furnished by the ENGINEER under Section A-2 above shall utilize standard construction contract documents, including General Conditions, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract for Construction, Performance and Payment Bond Forms, and Special Specifications.
4. Prior to the advertisement for bids, the ENGINEER for each contract will provide sufficient copies of detailed drawings, specifications and contract documents for use of the OWNER and the appropriate Federal, State and local agencies from whom approval for 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.

5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties. Upon award of each contract, the ENGINEER will furnish to the Owner five sets of the drawings, specifications and contract documents for execution. Original documents, survey notes, tracings and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
6. The drawings prepared by the ENGINEER under the provision 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 map showing the needed construction easements and permanent easements and the land to be acquired, and shall prepare legal descriptions. Property surveys, property plats, and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to perform these services. In the event the ENGINEER is requested to perform such services and make detailed surveys, the ENGINEER shall be additionally compensated as set out in Section D hereof. Where listings of property owners are required, it shall mean property owners of record.
7. The ENGINEER will attend the bid openings and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER will review any necessary shop and working drawings furnished by Contractors.
9. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractors. The ENGINEER will not, however, guarantee the performance by any Contractor.
10. The ENGINEER will provide field stakeout of the construction work, but shall be additionally compensated for this service set forth in Section C.
11. The ENGINEER will provide general engineering observation of the work of the Contractors as construction progresses. The ENGINEER will provide detailed resident construction observation (RESIDENT INSPECTOR), for the additional compensation set forth in Section C. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER'S performance of such detailed construction observation. The ENGINEER'S undertaking thereunder shall not relieve the contractor of his 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.
12. The ENGINEER will review and recommend estimates for progress and final payments.
13. The ENGINEER will make final inspection of all construction.

14. The ENGINEER will provide the OWNER with one set of reproducible 'record' drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon information provided by the RESIDENT INSPECTOR.
15. The ENGINEER will prepare notices and advertisement of final payments if required by the State statutes.
16. The ENGINEER further agrees to obtain and maintain at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act and from all claims for bodily injury, death, or property damage which may arise from the negligent performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.

SECTION B - COMPENSATION FOR BASIC SERVICES

Owner shall compensate the ENGINEER for basic engineering services in the amount of a fixed lump sum of One hundred thirty two thousand, nine hundred dollars (\$132,900). The compensation for basic engineering services shall be payable as follows:

1. The sum of One hundred thirteen thousand dollars (\$113,000) shall be compensated for the design phase. Bills will be submitted monthly based on percent completion of design work.
2. The sum of Nineteen thousand, nine hundred dollars (\$19,900) shall be compensated for general engineering and project management during the construction period. Monthly billings will be based on percentage ratios similar to those approved by the ENGINEER as the basis for partial payments to Contractor(s). However, a final payment under this paragraph and of such additional sums as are due to ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER for basic engineering services will equal one hundred percent (100%) of the fixed fee stated above. Final payments shall not be made until it is determined that all services required by this Agreement have been completed.
3. The ENGINEER and the OWNER agree to renegotiate the total fee for basic engineering services, at the option of either party, in the event that the scope of the project and project costs change substantially from that which exists at the time of execution of this Agreement.

SECTION C - COMPENSATION FOR DETAILED RESIDENT
CONSTRUCTION OBSERVATION AND STAKEOUT AS SET FORTH IN SECTIONS A-10 and A-11

The OWNER agrees to pay the ENGINEER for construction observation and stakeout services in accordance with the schedule set out in Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, at the end of each month, for compensation for such services performed hereunder during each month, the same to be due and payable by OWNER to the ENGINEER on or before the 20th day of the following month.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided:

1. Engineering Report and services associated with assessment district. Owner to acquire necessary ownership reports.
2. Laboratory tests, well tests, borings, specialized geological, hydraulic or other studies recommended by the ENGINEER during the construction phase.
3. Assistance in negotiating for land and easement rights.
4. Property surveys, maps, drawings, or estimates related thereto.
5. Redesigns and additional bid calls ordered by the OWNER after final plans have been accepted by the OWNER.
6. Appearances before courts or boards on matters of litigation related to the project.

Payment for the services specified in this Section D shall be in accordance with the schedule set out in Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, at the end of each month for compensation for services performed hereunder during such month, the same to be due and payable by OWNER to the ENGINEER on or before the 20th of the following month.

SECTION E - ADDITIONS

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.
2. That if any work covered by this Agreement designed or specified by the ENGINEER, shall be suspended or abandoned, the OWNER shall pay the ENGINEER for the services rendered for such suspended or abandoned work, the payment to be based, insofar as possible, on the fees as established in this Agreement.
3. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, etc., as may be required by local, state or federal authorities, and shall secure the necessary land easements and rights-of-way.
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.
5. That the rate schedule set forth in Attachment I may be increased on January 1st of each succeeding year after December 31, 1980 in accordance with the Engineer's labor increase. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with this project, the method of payment shall be as agreed in a supplementary agreement made prior to furnishing of the services.
7. 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.
8. That all questions in dispute under the agreement shall be submitted to arbitration at the option of either party hereto, each party to select one arbitrator and they to select a third. The decision of the arbitrators shall be final and binding upon the parties hereto.
9. That if payment of said fees and charges or any portion thereof is not made within the time specified and becomes more than 60 days delinquent, interest on the unpaid balance thereof shall accrue at the rate of eighty three hundredths of one percent (.83%) per month.
10. That the total compensation for all services set forth in Section C and Section D, Items 1 through 3 shall not exceed the sum of One hundred and four thousand dollars (\$104,000) unless otherwise approved by the OWNER.

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

OWNER: CITY OF LEBANON

By: *Daniel A. Clark*

Title: Mayor

Date: April 22, 1980

ATTEST: *Edwin K. Jones*

Title: City Administrator

ENGINEER: H. G. E. INC.

By: *[Signature]*

Title: Senior Vice President

Date: April 15, 1980

ATTEST: *Shelley Ames*

Title: Secretary