

ORDINANCE NO. 829 FOR 1951

IN THE MATTER OF A SEWAGE)
DISPOSAL PLANT CONTRACT)

ORDINANCE BILL NO. 30
FOR 1951
ORDINANCE NO. 829

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY RECORDER OF THE CITY OF LEBANON, ON BEHALF OF THE CITY TO ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH THE CORNELL, HOWLAND, HAYES, AND MERRYFIELD, AND DECLARING AN EMERGENCY

Whereas on May 15, 1951 the City Council of the City of Lebanon entered into an agreement with the firm of Cornell, Howland, Hayes and Merryfield, by which the City Council agreed to employ said engineering firm in connection with the construction of a Sewage disposal plant, and,

Whereas although the terms of said agreement were reduced to writing and completely agreed upon by the City Council and the engineering firm, the agreement has not yet been fully executed and delivered.

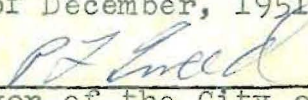
NOW THEREFORE the people of the City of Lebanon do Ordain as follows:

That the Mayor and the Recorder be and they are hereby authorized to enter into a contract with Cornell, Howland, Hayes and Merryfield for engineering services, a copy of which contract marked exhibit "A" is hereunto attached and by reference made a part hereof as if fully set out at this point herein. The contract shall be executed on behalf of the City of Lebanon, by its Mayor and shall be attested by the City Recorder, as soon as possible after this ordinance is in force and shall be dated as of the 15th day of May, 1951.

Whereas a State Sanitary Authority is making demands upon the City of Lebanon, requiring the construction of a Sewage Disposal Plant, it is essential for the public health, peace and safety of the people of Lebanon that the aforesaid contract be executed immediately, therefore an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council.

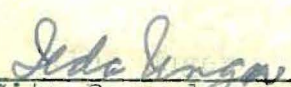
Passed by the Common Council the 18th day of December, 1951.

Signed by the Mayor the 18th day of December, 1951.



Mayor of the City of Lebanon

ATTEST:



City Recorder

EXHIBIT "A"

AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE CITY OF LEBANON, OREGON
FOR SANITARY SEWERS AND SEWAGE TREATMENT PLANT

1. In consideration of a fee for services as set forth herein, the firm of Cornell, Howland, Hayes and Merryfield, a professional partnership, hereinafter called the Engineer, agrees to provide engineering services to the City of Lebanon, Oregon, hereinafter called the Owner, for the preparation of plans and specifications and the supervision of construction of a sewage pumping station, pressure line, sewage treatment facilities, and an outfall line meeting the requirements for construction as established by the Oregon State Sanitary Authority.

2. The specific services which the Engineer agrees to furnish are as follows:

- a. Prepare general and detailed plans, specifications, and detailed estimates of cost;
- b. Prepare forms for construction proposals, advertisements, construction contracts and bonds, subject to the approval of the Owner;
- c. Obtain approval of the plans and specifications by the City Council and the Oregon State Sanitary Authority;
- d. Receive and tabulate proposals, report same to the Owner, and assist in awarding contract or contracts for materials or construction;
- e. Furnish general supervision of the work of the contractor; assist in correct interpretation of the plans and specifications; provide

general supervision of the construction which is to include actual examination of the work at the site by the supervising engineer.

- f. Furnish sufficient copies of plans (on paper) and specifications for obtaining bids and for construction, but all copies except the two permanent sets for the Owner and those filed with the State are to be returned to the Engineer when no longer needed;
- g. Meet with the Owner or his representatives when requested and necessary for consultation or conferences;
- h. Supervise the work of inspection bureaus and laboratories in the inspection and tests of materials used in the structures; receive and pass upon all reports by such laboratories or bureaus on the material tested for use in the structures;
- i. Supervise all test borings, subsurface explorations or other investigations required for the determining of foundation conditions for the structures;
- j. Submit to the Owner upon completion of the work two complete sets of plans of the work as it was finally constructed;
- k. Make a final inspection of the construction and submit a final report upon which final settlement and termination of the construction contract or contracts with the contractor or contractors can be based;
- m. Supervise the operation of the sewage treatment plant for the first two weeks after the plant is placed in operation, and train the Owner's operator for a period not to exceed two weeks and assist the City in showing the plant to the public by furnishing guides for an "open house;"

- n. Supervise the work of the Resident Engineer and of other field personnel whether or not the field personnel be paid by Owner or the Engineer.

3. As consideration for providing the services enumerated in 2a to 2n inclusive hereof, the Owner agrees to pay the Engineer a total of seven and one-half (7½) per cent of the cost of construction, less the sum of six hundred dollars (\$600.00) representing the cost of the preliminary studies relating to the improvements contemplated for which payment has been received by the Engineer. The payment of this fee is to be made as follows:

- a. Within ten days (10) after the last day of each month during which engineering work on the preparation of plans and contract documents has been in progress, ninety (90) per cent of the Engineer's Estimate of the value of the work accomplished by the Engineer during the month, except that the total monthly payments shall not exceed eight thousand four hundred dollars (\$8,400.00);
- b. Within ten (10) days after submission to the Owner of the plans, specifications, proposals, advertisements, contracts and bond forms for all or any portion of the work, six (6) per cent of the estimated cost of the work for which plans, specifications, proposals, advertisements, contracts and bond forms have been prepared, less monthly payments previously made;
- c. One per cent (1) of the amount paid the contractor under the construction or materials contracts at the time progress payments are made to the contractor or contractors for the construction of the improvements;

- d. Within ten (10) days after the last day of each month during which additional services have been provided, the amount due for the additional services rendered during the month as provided in 3 hereof;
 - e. At the time of final settlement and payment to the contractor or contractors, the balance due of the total fee as prescribed above.
4. It is further mutually agreed by the parties hereto:
- a. That the estimated cost shall be used as a basis for monthly, partial or final payments until the actual costs have been established by proposals or by contracts for construction;
 - b. That the cost used as a basis for computation of payments means the cost to the Owner of the entire construction, including all materials, labor, and use of equipment, whether the same be provided by private contractors or the Owner, and without deductions on account of penalties, liquidated damages or other amounts withheld from payments to contractors, but such cost shall not include the Engineer's fee or other payments to the Engineer under this agreement; the "cost of construction" does not include the cost of land, right of way or compensation for and/or damages to property;
 - c. 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 on account of it, up to the time of suspension, the payment to be based as far as possible on the schedule for progress payments as established in

this agreement or where the agreement cannot be applied, then the basis shall be the salaries expended up to the time of suspension, plus sixty (60) per cent for overhead, plus expenses; and that after the payment for services rendered up to the time of suspension has been made to the Engineer the Owner is released from further obligation under this contract unless the project is reactivated.

- d. That the Owner shall pay for building or other permits, licenses, etc, as may be required by local state, or federal authorities; and shall secure the necessary land and right of way;
- e. That when the Owner shall direct that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate structures, the compensation to the Engineer shall be as specified in 3 hereof for the actual cost of the work constructed, plus one-half of the percentage fee specified in 3 hereof of the bid cost (or estimated cost if no bid) of the alternate designs prepared;
- f. That the Owner shall pay for test borings, sub-surface explorations or other investigations required for the determination of foundation conditions and shall pay for required bacteriological, chemical, mechanical, or other tests, except that the Engineer shall not order such tests or investigations to be made without prior approval of the Owner, the Mayor to have authority to give such approval;
- g. 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.

h. If the Owner elects to accomplish the work or purchase equipment in such a manner that Contract Documents are required for more than three contracts (the purchase of a number of items of equipment under one set of Contract Documents shall constitute one contract) the Owner shall pay the Engineer five hundred dollars (\$500.00) for the preparation of the documents for each additional contract in excess of three.

5. In witness whereof, the parties hereto each herewith subscribe the same in duplicate this _____ day of _____, 195_.

For THE CITY OF LEBANON, OREGON

By _____

For CORNELL, HOWLAND, HAYES & MERRYFIELD

By Ralph E. Roderick