

A BILL FOR AN ORDINANCE AUTHORIZING THE
MAYOR AND RECORDER TO ENTER INTO A CONTRACT
WITH THE FIRM OF CORNELL, HOWLAND, HAYES
AND MERRYFIELD FOR ENGINEERING SERVICES FOR
ADDITIONS TO SEWAGE SYSTEM.

) ORDINANCE BILL NO. 8
) for 1963
)
) ORDINANCE NO. 1120

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

Section (1) That the Mayor and the Recorder be, and they hereby are, authorized to enter into a contract with the engineering firm of CORNELL, HOWLAND, HAYES & MERRYFIELD, for obtaining plans, specifications and supervision of the construction of the necessary additions to the existing sewage system. A copy of said contract is attached hereto and by this reference made a part hereof.

Section (2) Whereas, it is necessary for the peace, health and safety of the citizens of the City of Lebanon that such additional facilities be added at the earliest possible date. Therefore, an emergency is declared to exist and this Ordinance shall become effective immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor on this
16th day of April, 1963.

John R. Blalock
Mayor

ATTEST:

Walter R. Thomas
City Recorder

AGREEMENT TO FURNISH ENGINEERING SERVICES

TO THE

CITY OF LEBANON, OREGON

FOR THE CONSTRUCTION OF SANITARY SEWERS

1. In consideration of a fee for services as set forth herein, the firm of CORNELL, HOWLAND, HAYES & MERRYFIELD, a professional engineering partnership hereinafter referred to as the ENGINEER, agrees to provide engineering services to the CITY of LEBANON, OREGON hereinafter referred to as the CITY, for the preparation of detailed plans and specifications and for the supervision of construction of an interceptor sewer and sewer laterals to serve the northwest area of the CITY.

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

A. Prepare complete general and detailed plans and specifications for construction and detailed estimates of cost based on the findings of Plan B of the preliminary investigation.

B. Obtain approval of the plans and specifications from the Oregon State Department of Health and other State and Federal agencies as may have jurisdiction.

C. Prepare and submit to the CITY detailed plans, specifications, advertisements, proposals, and contract and bond forms.

D. Furnish sufficient copies of plans and specifications for obtaining bids and for the construction.

E. Receive and tabulate construction proposals; report the results to the CITY; and assist in awarding the contract (s) for construction.

F. Meet with representatives of the CITY when requested and necessary for consultation or conferences.

G. Furnish general supervision of the work of the contractor (s); assist in correct interpretation of the plans and specifications; provide general supervision of the construction, which is to include actual examinations of the work at the site by the Supervising Engineer (the general supervision of the ENGINEER is to be distinguished from and does not include supervision by the Resident Inspector as set forth in 2-N.)

H. Supervise the work of inspection bureaus and laboratories in the inspection and tests of materials used in the construction; receive and pass upon all reports by such laboratories or bureaus on the material tested for use in the construction.

I. Supervise the work of the Resident Inspector and other field personnel..

J. Make a final inspection of the construction and submit a final report upon which final settlement and termination of the construction contract (s) can be based.

K. Submit to the CITY, upon completion of the work, two complete sets of plans of the work as it is finally constructed.

L. Provide necessary field surveys as requested by the CITY for design, easements, and right-of-way; prepare legal descriptions of easements, right-of-way, and property to be purchased.

M. Furnish all personnel and equipment required to perform sub-surface explorations necessary for determining foundation conditions for the proposed construction when so directed by the CITY.

N. Furnish the Resident Inspector for the construction to act as agent of the CITY in its relations with the contractor (s) to provide on-the-job, day-to-day inspection of the work; to provide staking out of the work; to submit monthly progress reports on the work; to periodically determine and submit to the CITY the amount of payments due the contractor (s) as set forth in the construction contract (s).

3. As consideration for providing the services enumerated in 2, the CITY agrees to pay the ENGINEER a total fee as determined by the following:

A. For the servies enumerated in 2-A to 2-K, inclusive, six and eighty five hundredths percent (6.85%) of the cost of construction (as defined in 5-C).

B. For the services enumerated in 2-L and 2-M and for other additional services not specifically provided for under 2-A to 2-K inclusive or 2-N, the amount of the ENGINEER's Payroll Costs (as defined in 5-D) expended for the services, plus one hundred percent (100%) of such Payroll Costs for general overhead and fee, plus direct expenses in connection therewith, including mileage at the rate of ten cents (\$0.10) per mile.

C. For the services of the Resident Inspector enumerated in 2-N, the amount of the ENGINEER's Payroll Costs (as defined in 5-D) expended for the services, plus sixty percent (60%) of such Payroll Costs for general overhead and readiness-to-serve, plus direct expenses in connection therewith, including transportation to, from, and on the project at the rate of ten cents (\$0.10) per mile.

4. Compensation due the ENGINEER under the terms of this agreement shall accrue and become due as follows:

A. Within ten (10) days after the last day of each month during which engineering work on the preparation of plans, specifications, proposals, advertisements, and contract and bond forms has been in progress, ninety percent (90%) of the ENGINEER's estimate of the value of the work accomplished by the ENGINEER during the month, except the total of such monthly payments shall not exceed five percent (5.0%) of the estimated cost of construction up to the time the plans, specifications, proposals, advertisements, and contract and bond forms are completed.

B. Within thirty (30) days after submission to the CITY of the plans, specifications, proposals, advertisements, and contract and bond forms for all or any portion of the work, five percent (5.0%) of the estimated cost of the work for which plans, specifications, proposals, advertisements, and contract and bond forms have been prepared, less monthly payments previously made.

C. One and one-fourth percent (1-1/4%) of the amount paid to the contractor (s) under the construction contracts at the time progress payments are made to the contractor (s) for the construction of the improvements.

D. Payment may be made by warrants issued by the CITY. It is understood that payment for engineering services for preparation of the plans and specifications and cost estimates may be financed by funds obtained from the sale of general obligation bonds. Following the public hearing and adoption of a special assessment district, payment may be in the form of general obligation warrants bearing an interest rate of six percent (6%) per annum from the date shown on the face of the warrant.

E. At the time of final settlement and payment to the contractor (s) or upon suspension or abatement of the work, the balance due of the total fee shall be paid to the ENGINEER by the CITY, or any overpayment shall be refunded to the CITY by the ENGINEER.

5. It is further mutually agreed by the parties hereto:

A. That the ENGINEER shall not begin the work under this agreement until specifically so directed by the CITY.

B. 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.

C. That the cost of construction used as a basis for computation of payments means the cost to the CITY of the entire construction, including all materials, labor, and use of equipment, whether the same be provided by private contractors or by the CITY, and without deductions for penalties, liquidated damages or other amounts withheld from payments to the contractor (s), but shall not include the ENGINEER's fee or other payments to the ENGINEER under this Agreement, nor shall the cost of construction include the cost of land, right-of-way, or compensation for damages to property.

D. That the ENGINEER's Payroll Costs are defined as the amount of the wages or salaries of the ENGINEER's employees working on the project, plus fifteen per cent (15%) of such wages or salaries to cover all taxes, contributions, and insurance premiums measured by or applicable to such wages or salaries, such as, but not limited to, workmen's compensation insurance, social security, State and Federal unemployment insurance, public liability and property damage insurance, medical-hospital insurance, salary continuation insurance, and pro rata allowances for vacation, sick leave, and holiday pay.

E. That the CITY shall pay for test borings, subsurface explorations, or other investigations required for the determination of foundation conditions, except the ENGINEER shall not order such tests or investigations to be made without prior approval of the CITY, the Mayor to have authority to give such approval.

F. That if payment of said fees and charges or any portion thereof is not made within the period specified in 4 above, interest on the unpaid balance thereof will accrue at the rate of six percent (6%) per annum and become due and payable at the time said overdue payments are made.

G. That the ENGINEER is to furnish the Resident Inspector field survey crews and drilling crews and equipment only upon request of the CITY

and subject to the approval of the CITY as to the periods when such services are to be provided, the Mayor to have authority to give such approval.

The CITY reserves the right to furnish the field survey personnel, drilling crews and equipment which may be required for design information, preparation of easement descriptions, or assistance in staking or inspecting construction.

H. That if any work covered by this agreement designed or specified by the ENGINEER shall be suspended or abandoned, the CITY 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 or, where the agreement cannot be applied, the basis shall be the amount of the ENGINEER's Payroll Costs (as defined in 5-D) expended for such services, plus one hundred per cent (100%) thereof, plus out-of-pocket expenses.

I. That the CITY shall pay for advertisements 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.

J. That, insofar as the work under this agreement may require, the CITY 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.

K. That if the engineering work covered in this agreement has not been completed on or after the expiration of a three-(3-) year period from the date of execution of this agreement, the CITY or ENGINEER may, at the option of either, on written notice, request a renegotiation of Paragraph 3 (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. In the event the CITY and ENGINEER cannot agree on a revised schedule of compensation, each shall select an arbitrator for that purpose, and the two so selected shall choose a third arbitrator. The compensation as determined by the three arbitrators or a majority of them shall then become the basis of compensation to be paid the ENGINEER for work performed after the delivery of the notice herein provided.

L. That all questions in dispute under this agreement shall be submitted to arbitration at the option of either party hereto; each party shall select an arbitrator and the two so selected shall choose a third; and the decision of such board will be final.

M. 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 CITY shall pay for travel, hotel, and other expense incurred by the ENGINEER in regard to such legal or other controversy, plus the amount of the ENGINEER's Payroll Costs (as defined in 5-D) expended for the services, plus one hundred percent (100%) of such Payroll Costs for general overhead and fee, in addition to other sums of money payable under this agreement.

N. 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.

6. IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate this 16th day of April, 1963.

For: THE CITY OF LEBANON, OREGON

By: Jean R Blalock Title MAYOR

By: Vern R. Thoms Title RECORDER

For: CORNELL, HOWLAND, HAYES & MERRYFIELD

By: Robert L. Cornell Partner