

RESOLUTION NO. URR 08-008

A RESOLUTION DECLARING THE CANBY URBAN RENEWAL AGENCY'S INTENTION TO CONTRACT FOR ENGINEERING SERVICES WITH CURRAN-McLEOD, INC FOR IMPROVEMENTS FOR SOUTH WALNUT STREET AND SE 4th AVENUE IN THE CANBY PIONEER INDUSTRIAL PARK.

WHEREAS, the City, through its Canby Urban Renewal Agency believes that the continued and immediate development of properties within and adjacent to the Canby Pioneer Industrial park, also known as the City of Canby Logging Road Industrial Park, is important and essential for the effective and balanced growth of the City, and

WHEREAS, the Agency believes it is important to the development of such properties that an extension and improvement of approximately 1400 feet of South Walnut Street from a new connection with Sequoia Parkway, and a half street improvement on SE 4th Avenue approximately 200 feet from the intersection with Sequoia Parkway, should occur as soon as possible, and

WHEREAS, the Canby City Council has approved a motion to form a Local Improvement District to allocate the costs of the improvements to the benefited property owners upon completion of the construction, and

WHEREAS, Curran McLeod, Inc. as the City appointed Engineer of Record has proposed to provide the design and construction engineering services for the project;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Canby Urban Renewal Agency that it is in the best interests of the Agency and the citizens of Canby to initiate improvements to South Walnut Street and SE 4th Avenue in the Canby Pioneer Industrial Park, and

IT IS FURTHER RESOLVED that the City Engineer of Record, Curran-McLeod, Inc, is directed to complete all design and construction engineering services required for the completion of the project. A copy of the Curran-McLeod, Inc. preliminary Engineering Report for the Walnut Street LID dated September 4, 2008 is incorporated by reference and a Personal Services Agreement, with current standard hourly rate schedule, is attached as Exhibit "A", and by this reference incorporated herein.

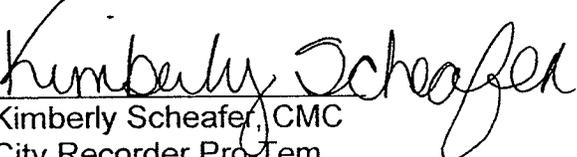
This Resolution shall take effect on October 15, 2008.

ADOPTED this 15th day of October, 2008, by the Canby Urban Renewal Agency.



Anthony Helbling, Chairman
Canby Urban Renewal Agency

ATTEST:



Kimberly Scheafer, CMC
City Recorder Pro Tem

**CITY OF CANBY
SOUTH WALNUT STREET LOCAL IMPROVEMENT DISTRICT
PERSONAL SERVICES AGREEMENT
October 2008**

THIS AGREEMENT is between the CANBY URBAN RENEWAL AGENCY (OWNER) and CURRAN-McLEOD, INC, CONSULTING ENGINEERS (CONTRACTOR).

- A. OWNER requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described.
- B. CONTRACTOR is able and prepared to provide such services as OWNER requires, under those terms and conditions set forth.

The Parties Agree as Follows:

- 1. Scope of Services. CONTRACTOR's services under this Agreement are set forth in the Walnut street LID Preliminary Engineer's Report, dated September 4, 2008 and approved by the City Council on October 1, 2008, and are incorporated by reference into this agreement.
- 2. Contractor Identification. CONTRACTOR shall furnish to OWNER its employer identification number as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as OWNER deems applicable. CONTRACTOR understands it is required to obtain a City of Canby business license for conducting business with the OWNER.
- 3. Compensation:
 - A. OWNER agrees to pay CONTRACTOR according to the proposed rate schedule submitted with the referenced LID report:
 - A.1. Preliminary Engineering shall be \$26,400.
 - A.2. Design Phase services shall be \$50,450.
 - A.3. Construction Phase Services shall be \$57,900
 - B. OWNER agrees to pay CONTRACTOR within 30 days after receipt of CONTRACTOR's itemized statement. Amounts disputed by the OWNER may be withheld pending settlement.

EXHIBIT A

- C. Design Phase Services are to be billed monthly as a percent complete.
 - D. Preliminary Engineering and Construction Phase Engineering are to be billed hourly in accordance with the attached Standard Hourly Rate Schedule, identified as 'Attachment 1'. The hourly budget shall not be exceeded without written authorization from the Owner.
 - E. OWNER certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
4. CONTRACTOR is Independent Contractor.
- A. CONTRACTOR's services shall be provided under the general supervision of the OWNER's Administrator. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. CONTRACTOR certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. CONTRACTOR hereby represents that no employee of the OWNER, or any partnership or corporation in which an OWNER Employee has an interest, will or has received any remuneration of any description from CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. CONTRACTOR shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from OWNER. OWNER, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR. Any subcontract between CONTRACTOR and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of OWNER. All work performed by CONTRACTOR under this Agreement shall be the property of the OWNER. OWNER agrees that the CONTRACTOR may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.

3. OWNER, effective upon deliver of written notice to CONTRACTOR by certified mail, or in person, under any of the following:
 - a. If CONTRACTOR fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. CONTRACTOR shall be responsible to the level of competency presently maintained by others practicing the same type of work in OWNER's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. Insurance shall be maintained by the CONTRACTOR with the following limits:
 - A. General Liability - \$1,000,000.00 combined single limit, bodily injury/property damage, including automobile coverage for any vehicle used in the work.
 - B. Professional liability – errors and omissions - \$1,000,000.00, combined single limit, bodily injury/property damage.

The OWNER shall be named as an additional named insured, as available, on all required policies. The OWNER may require current copies of insurance certificates for all policies in place during the project. Procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder. Notwithstanding said insurance, CONTRACTOR shall be obligated for the total amount of any damage, injury or loss caused by CONTRACTOR's negligence or neglect connected with the Agreement.
10. Legal Expense. In the event legal action is brought by OWNER or CONTRACTOR against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

EXHIBIT A

- 12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

OWNER: Catherine Comer, Economic Development Manager
 CANBY URBAN RENEWAL AGENCY
 PO Box 930
 182 N. Holly Street
 Canby, OR 97013

CONTRACTOR: Curt J. McLeod, P.E., Principal
 CURRAN-McLEOD, INC.
 6655 SW Hampton, Suite 210
 Portland, OR 97223

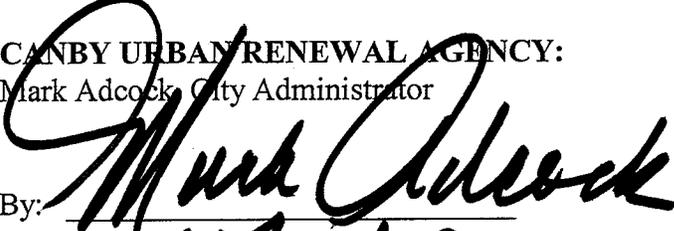
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:
 Curt J. McLeod, PE, Principal

By: 

Date: 10.7.08

CANBY URBAN RENEWAL AGENCY:
 Mark Adcock, City Administrator

By: 

Date: 10/10/08

STANDARD HOURLY RATES

Effective January 1, 2008

Senior Principal Engineer	\$ 124.00
Principal Engineer/Manager	114.00
Project Engineer/Project Manager	104.00
Design Engineer	104.00
Design Technician	72.00
Graphics Technician	56.00
Word Processing	50.00
Resident Project Representative	65.00

REIMBURSABLE EXPENSES

Reproduction expenses are at cost.

Auto expenses reimbursed at 50.5¢ per mile.

Meals and Lodging at cost.