

ORDINANCE NO. 95

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF ROBERT E. MEYER ENGINEERS, INC. FOR WILSONVILLE STORM DRAINAGE STUDY; AUTHORIZING PAYMENT OF ENGINEER'S FEES; AND DECLARING AN EMERGENCY.

WHEREAS, the City's Comprehensive Planning study now in process requires, or at least justifies, a local storm drainage study and ultimate preparation of a STORM DRAINAGE MANAGEMENT PLAN that identifies general location and size of drainage facilities and recommended policies to implement the plan; and

WHEREAS, the study and plan mentioned in the recitals of the first paragraph above require the services of an engineer, and the Council considers the firm of ROBERT E. MEYER ENGINEERS, INC. as particularly qualified for such project and its proposed fee as reasonable; now, therefore,

THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

Section 1: An Agreement for engineering services by ROBERT E. MEYER ENGINEERS, INC. for a Wilsonville storm drainage study is hereby authorized for a fixed fee of \$14,950 to be paid semi-monthly based on work completed.

Section 2: The Agreement authorized by Section 1 above and consisting of five pages plus attached Exhibit A of three pages and Exhibit B of one page is attached hereto and by this reference and its attachment is expressly made a part of this Ordinance.

Section 3: The Mayor is authorized and directed to execute and deliver the Agreement referred to in Section 2 above in the name of and on behalf of the City of Wilsonville and in as many counterparts as may be required; and payment of the fees as specified by said Agreement are to be made on receipt of billings and approval of the City Administrator from funds now on hand in the City's budget, line item # 23 .

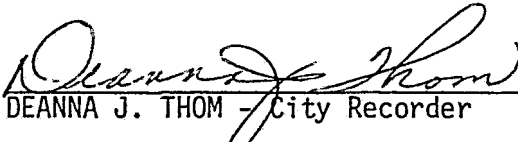
Section 4: Commencement of the City's storm drainage study is an urgent matter which is in the best interests of the City and its residents; and the public health, safety and general welfare will be promoted by such a project; and an emergency is therefore hereby declared to exist, and this Ordinance shall take effect immediately upon final reading and enactment.

Passed on first reading of the Wilsonville City Council at a regular meeting thereof on the 6th day of February, 1978; ordered posted as provided

by the Wilsonville City Charter; and to come up for final reading action of the Wilsonville City Council at a special meeting thereof on the 21st day of February 1978, at the hour of 8:00 o'clock p.m. at the Council's usual meeting place at Wilsonville Grade School.


WILLIAM G. LOWRIE - Mayor

ATTEST:


DEANNA J. THOM - City Recorder

Passed on final reading at a special meeting of the Wilsonville City Council this 21st day of February , 1978, by the following vote: Yeas 4.
Nays 0.


WILLIAM G. LOWRIE - Mayor

ATTEST:


DEANNA J. THOM - City Recorder

ROBERT E. MEYER ENGINEERS, INC.
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, entered into at Wilsonville, Oregon
on the 21st day of February, 19 78, by and between
City of Wilsonville, Oregon

hereinafter called "Client", and ROBERT E. MEYER ENGINEERS, INC. an
Oregon Corporation, hereinafter call "Engineer", is as follows:

The Client engages Engineer to perform professional services for a
project known and described as the Wilsonville Storm Drainage Study

hereinafter called the "Project". The Client and Engineer for mutual considera-
tion hereinafter set forth, agree as follows:

A. Engineer agrees to provide and perform certain professional
engineering services for Client upon the Project as follows: in accordance
with Exhibit A

B. Client's responsibility shall be as follows: in accordance
with Exhibit B

C. Client agrees to pay Engineer as compensation for his services
as follows: A fixed fee of \$14,950 to be billed semi-monthly based on work
completed,

D. The standard provisions attached are incorporated herein and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and on the standard provisions attached, the day and year first above written.

ROBERT E. MEYER, ENGINEERS, INC.

CITY OF WILSONVILLE

BY *Jean K. Anderson*

BY *William H. Lawrence*

TITLE _____

TITLE MAYOR

STANDARD PROVISIONS OF AGREEMENT

The Client and Engineer agree that the following provisions shall be a part of their agreement.

1. Neither the Client nor Engineer shall assign his interest in this agreement without the written consent of the other.

2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late or slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.

4. The Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer.

5. Interest of 1% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

6. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

7. In the event all or any portion of the work prepared or partially prepared by the Engineer be suspended, abandoned, or terminated, the Client shall pay the Engineer for the work performed at the Engineer's standard hourly billing rates, not to exceed any maximum contract amount specified herein.

8. Any Opinion of the Construction Cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such Opinions as compared to contractor bids or actual cost to the Client.

9. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. In the performance of its professional services, Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities and no other warranties, express or implied, are made or intended in any of Engineer's proposals, contracts or reports.

10. In the event Client fails to pay Engineer promptly or within sixty (60) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of the Engineer under this agreement terminated. In such event, Client shall then promptly pay the Engineer for all of the fees, charges and services performed by Engineer on an agreed hourly basis.

11. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.

12. Services provided within this agreement are for the exclusive use of the Client.

13. There are no understandings or agreements except as herein expressly stated.

EXHIBIT "A"

WORK PROGRAM
CITY OF WILSONVILLE DRAINAGE PLAN

OBJECTIVE: To Prepare A Storm Drainage Management Plan That Identifies General Location And Size Of Drainage Facilities, And Recommends Policies To Implement The Plan.

I. Planning and Programming

- A. Review comprehensive planning study now in progress and coordinate the timing, and approach of the drainage study with the comprehensive plan study.
- B. Determine format of maps and final report.
- C. Obtain reports, written policies and other pertinent data from the City.
- D. Identify present drainage policies and practices now in effect.

Meetings: One meeting with the Advisory Committee to review work approach.

II. Inventory

- A. Inspect and inventory existing major drainage facilities in the study area.
- B. On a base map of the study area, identify existing drainage facilities and other pertinent information. Topography will be shown based on U.S.G.S. data.
- C. Identify major drainage basins within the study area or draining into the study area.
- D. Evaluate climatological data.

- E. Review soil types within the study area.
- F. Analyze existing and proposed land uses within the study area.
- G. Determine the amount of drainage flow for Boeckman Creek, Seely Ditch and their major tributaries and impact of I-5 drainage; compare with capacity of existing drainage facilities and culverts.

Meetings: Status report before Advisory Committee

III. Alternatives

- A. Identify drainage ways which are suitable for open space use.
- B. Working with the City, prepare alternate drainage patterns that complement the land use plan. The drainage system will emphasize natural water courses and runoff retention.
- C. Identify and evaluate alternate methods of financing the improvements.

Meetings: One status meeting with the Advisory Committee and one status meeting with the City Council.

IV. Final Plan

- A. Prepare final drainage plan indicating general location and size of major drainage facilities.
- B. Prepare priority list of major improvements, identifying approximate cost, phasing over the next five years, and method of financing initial improvements.
- C. Prepare policies relating to
 - 1. Design criteria
 - 2. Responsibilities of land owners.

Meetings: One meeting with the Advisory Committee to review the draft report. One meeting with the City Council to review the draft report. One meeting with the City Council to review final report.

Final Product: 50 copies of final report in text form plus map(s) indicating size and general location of drainage facilities. Additional copies will be provided at cost if the Engineer is notified prior to publication.

EXHIBIT "B"

Responsibilities of the City of Wilsonville:

1. Provide one (1) mylar base map suitable for presentation of data.
2. Provide all previous reports and data done previously.

AFFIDAVIT OF POSTING ORDINANCE #95

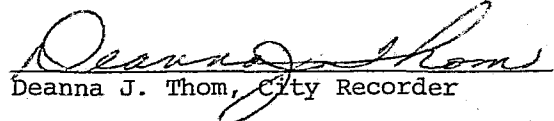
STATE OF OREGON)
)
COUNTIES OF CLACKAMAS)
AND WASHINGTON)
)
CITY OF WILSONVILLE)

I, the undersigned, City Recorder of the City of Wilsonville, State of Oregon, being first duly sworn on oath depose and say:

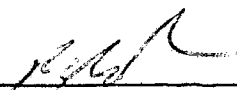
On the 13th day of February, I caused to be posted copies of the attached Ordinance #95, an Ordinance approving an Engineering Contract with Robert E. Meyer, Storm Drainage Study, in the following four public and conspicuous places of the City, to wit:

Wilsonville Post Office
Wilsonville City Hall
Lowrie's Food Market
Kopper Kitchen

The notices remained posted for more than five (5) consecutive days prior to the time for final reading and passage of the Ordinance on the 21st day of February, 1978.


Deanna J. Thom, City Recorder

Subscribed and sworn to before me
this 13th day of March, 1978.



NOTARY PUBLIC, STATE OF OREGON
My Commission Expires: _____
My Commission Expires February 14, 1981