

RESOLUTION NO. 281

A RESOLUTION APPROVING AGREEMENT WITH STRAAM ENGINEERS FOR PROFESSIONAL SERVICES FOR THE CITY OF WILSONVILLE FOR THE BOECKMAN INTERCHANGE STUDY.

WHEREAS, the City Staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A", and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 1st day of November, 1982, and filed with the Wilsonville City Recorder this same day.



WILLIAM G. LOWRIE, Mayor

ATTEST:



DEANNA J. THOM, City Recorder

AGREEMENT

FOR

PROFESSIONAL SERVICES FOR

CITY OF WILSONVILLE

WILSONVILLE, OREGON 97070

THIS AGREEMENT AND CONTRACT, made and entered into at Wilsonville, Oregon, this _____ day of October, 1982, by and between the CITY OF WILSONVILLE of Clackamas County, State of Oregon, hereinafter called the "Client," and STRAAM Engineers, a Division of CRS GROUP ENGINEERS, INC., a firm of consulting engineers duly authorized to perform professional services in the State of Oregon, hereinafter called the "Engineers:"

WITNESSETH THAT:

WHEREAS, the Client desires to retain a consulting engineer to provide professional services relating to the Boeckman Road/I-5 Feasibility Analysis, and

WHEREAS, the Engineers do offer to provide such professional services, in accordance with their Proposal for conducting the Boeckman Road/I-5 Interchange Feasibility Analysis, dated September 20, 1982,

NOW, THEREFORE,

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I - DEFINITIONS

Whenever the term "Client" is used herein, it is understood to mean City of Wilsonville of Clackamas County, Oregon, or its authorized officers and the term "Engineer" or "Engineers" means an authorized representative of CRS Group Engineers, Inc.

ARTICLE II - OBLIGATION OF THE ENGINEERS

The services to be performed by the Engineers under this Contract are professional services required to conduct studies and investigations, make and present reports, and provide general and miscellaneous services, all as directed by the Client.

The services to be performed by the Engineers are described more particularly as follows:

1. Studies, Investigations, Reports, General, and Miscellaneous. The Engineer will perform such work as proposed in the Proposal, Attachment "A."
2. Special Services. There may be certain special services desired by the Client beyond those listed above. The type and extent of such special services, if any, cannot be determined at this time. However, the Engineers agree to assist the Client and perform such special services as the Client may request all in order that the Client can best accomplish the objectives desired.
3. Compliance with Civil Rights Act. The Engineers shall comply with all applicable provisions of the regulations issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of sex, race, creed, color, or national origin.
4. Insurance. The Engineer shall maintain in its name insurance coverage, subject to limitations and exclusions, for claims against it under Workmen's Compensation Act and claims for bodily injury, death or property damage which might arise from the performance of their services under this agreement.
5. Time Schedule. The Engineer shall begin work within a mutually agreeable time after authorization and shall diligently prosecute the work to meet the time schedule(s) agreed upon by the Client and the Engineers. If unanticipated delay in issuance of authorization or a change in scope causes the Engineer to incur additional costs, the fees provided herein shall be adjusted equitably.

ARTICLE III - OBLIGATION OF THE CLIENT

1. Authorization. The work required under this Contract shall not begin nor shall the Client assume any obligation for the work involved until the Engineers are given authorization. Such authorization shall be in the form of a letter.
2. Furnishing Data; Operation and Maintenance. In order to facilitate the work as outlined above, the Client shall furnish to the Engineer all information available to the Client having a bearing on the project. Should it be necessary to locate underground structures and/or utilities, the Client shall cause such excavation and incidental work connected therewith to be done at no extra cost to the Engineer.

The Client shall be solely responsible for and shall defend and indemnify the Engineer against claims, demands, or damages, including attorney's fees, or any kind, actual or alleged, arising out of or in connection with any failure to furnish such information, or on account of errors or omissions pertaining to information to be furnished to the Engineers by or on behalf of the Client.

3. Permits. The Client shall obtain and pay for permits and licenses that may be required by local, state, or federal authorities, and shall obtain the necessary land, easements, and rights-of-way.
4. Remuneration. The Client shall pay the sums as outlined below in accordance with the services rendered:
 - a. For the professional services as outlined in Article II, the Client shall pay the Engineer sums mutually agreed upon at the time of authorization. Such sums shall be in the form of cost times a factor with an upper limit

The salary cost is defined as the base payroll for time directly chargeable to the project. A factor of 2.80 is applied to salary cost, which compensates the Engineer for direct overhead, indirect overhead, and profit.

Other expenses directly related to the project will be charged at cost, including subconsultant fees, mileage, transportation costs, living allowances for personnel away from home, long distance telephone, printing and reproduction work, etc.

The upper limit of total remuneration shall be \$21,650 for the services described in Attachment "A."

- b. Payments to the Engineer shall be on a monthly basis and monthly statements for services will be submitted to the Client and will be due and payable within 30 days thereof. Interest will be payable on the unpaid balance after 60 days from date of billing at the maximum rate allowed by law unless otherwise specified in a letter or supplement to this agreement.
- c. For technical and professional services performed for the Engineers by others, the Engineers shall be reimbursed at their invoice cost. These costs are included in the upper limit.

ARTICLE IV - GENERAL

1. Termination. The Client may terminate this agreement by giving the Engineers written notice of the abandonment or indefinite postponement of the project. If any portion of the authorized work covered by this agreement and begun by the Engineers shall be abandoned, unreasonably delayed or indefinitely postponed the Engineers may terminate this agreement. Whether or not terminated, the Client shall pay the Engineers for the services rendered in connection therewith prior to written notice of such abandonment, delay, or postponement, payment to be based insofar as possible on the amounts specifically established in this agreement.
2. Arbitration. Any dispute between the parties hereto arising out of or related to this agreement shall be settled by arbitration and the decision of the arbitrators shall be final and binding. The arbitration shall be conducted pursuant to applicable arbitration statutes of the state in which the project is located except as otherwise specifically herein provided.

The arbitration shall be conducted by a panel of three arbitrators selected as follows: Upon notice from the other party, and within ten (10) days thereafter, each party shall select an arbitrator and shall advise the other party of such selection. The two arbitrators thus selected shall select a third arbitrator, or if they are unable within ten (10) days to agree upon such third arbitrator, the presiding judge of the court of general jurisdiction in the county wherein the project is or was to be located, upon request of either party, shall designate a third arbitrator. If either party fails or refuses to designate its arbitrator within the ten-day period above provided, upon request of the other party the presiding judge shall designate such arbitrator, and such designation shall not impair the authority of the presiding judge, if necessary, also to designate the third arbitrator as provided in the preceding sentence.

Third parties may be joined in the arbitration upon motion of either party and with the consent of such third party. Thereafter, such third parties shall be bound by this arbitration agreement and by the award to the same extent as the original parties to the arbitration.

The parties to the arbitration shall be entitled to such discovery as would be available to them in the court of general jurisdiction in the county where the project is located and the arbitrators will have all of the authority of that court incidental to such discovery including, but not limited to, orders to produce documents or other materials and orders to appear and submit to deposition and to impose appropriate sanctions including, but not limited to, awarding against a party for failure to comply with any order.

The rules of evidence for such court of general jurisdiction in equity matters will apply during the arbitration.

3. Expenses and Fees. In the event of any arbitration or legal suit or action, including any appeals therefrom, brought by either party 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 amount for investigation costs, attorneys' fees, and expert witness fees, as may be set by the panel or court.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respectively authorized officers or representatives.

CITY OF WILSONVILLE, OREGON

Date November 1, 1982

By *William G. Lewis*
MAYOR

CRS GROUP ENGINEERS, INC.

Date October, 1982

By _____
Gilbert R. Meigs
Senior Vice President