

RESOLUTION NO. 297

A RESOLUTION APPROVING THE AGREEMENT FOR ENGINEERING SERVICES WITH OBEC CONSULTING ENGINEERS - EUGENE, OREGON DURING THE CONSTRUCTION OF LOCAL IMPROVEMENT DISTRICT NO. 6 FAS-C-RS-A619 BOECKMAN BRIDGE PROJECT.

WHEREAS, THE City staff has reviewed the agreement for Engineering Services with OBEC Consulting Engineers during the construction of Local Improvement District No. 6 FAS-C-RS-A619 Boeckman Bridge Project on the above and recommends same, attached hereto as Exhibit "A" to the City Council for approval, and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) by staff, 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 Agreement with OBEC Consulting Engineers as signed by them on January 25, 1983, for engineering services attached hereto as Exhibit "A", therein and further instructs that action appropriate to this approval be taken.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 22nd day of February, 1983, and filed with the Wilsonville City Recorder this same day.

  
WILLIAM G. LOWRIE, Mayor

ATTEST:

  
DEANNA J. THOM, City Recorder

## AGREEMENT

THIS AGREEMENT by and between the City of Wilsonville, Oregon and OBEC Consulting Engineers, Eugene, Oregon.

Whereas the OWNER intends to have designed and constructed the Boeckman Creek Bridge Section of FAS A619 (Wilsonville Road).

Now, the OWNER and the ENGINEER, for the considerations set forth hereinafter, agree as follows:

### SECTION I

#### BASIC SERVICES OF THE ENGINEER

- A. General - The Engineer agrees to perform professional services in connection with the Project as hereinafter stated.
  
- B. Construction Phase
  - 1. Review and approve all shop drawings for the bridge components and the retaining wall at Station 22+50; includes falsework, formwork, fabricators' shop drawings, rebar lists and girder erection plans.
  - 2. Perform such onsite construction engineering services deemed necessary to assure substantial conformance to plans and specifications, and as mutually agreed by OBEC and the City's Project Engineer, Westech Engineering.
  - 3. Perform such offsite inspection services as required for fabricated elements including prestress beams, and other elements as necessary.
  - 4. Perform such other duties as may be required by mutual agreement between OBEC and the City's Project Engineer, Westech Engineering.

## SECTION II

### THE OWNER'S RESPONSIBILITIES

#### The Owner Shall:

- A. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.
- B. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- C. Provide such legal, accounting and insurance counseling services as may be required for the Project.
- D. Obtain approval of all governmental authorities having jurisdiction over the Project and such approval and consents from such other individuals or bodies as may be necessary for completion of the Project.

## SECTION III

### PERIOD OF SERVICE

- A. Such time as required under the contract for completion of the Project plus 90 days for final submission of required reports and documents.

SECTION IV

PAYMENT TO THE ENGINEER

A. Payments for Basic Services

1. The Owner shall pay the Engineer for basic services performed.

a. For construction inspection or supervision and related work

Staff	\$45.00/hour
Design Staff	34.00/hour
Resident Engineer	36.50/hour
Engineer Inspector	29.00/hour
Mileage	.22/chargeable mile
Out-of-Pocket Expenses	Cost + 5%
Survey Equipment	6.00/day

2. Payments on account of said fee for basic services above shall be made as follows:

a. Compensation for construction inspection or supervision shall be billed on a monthly basis at the rates specified in 1a. above.

SECTION V  
GENERAL CONSIDERATIONS

A. Termination

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If this Agreement is so terminated, the Engineer shall be paid in proportion to the work performed prior to the date of notice of termination.

B. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data, are and remain the property of the Engineer as instruments of service. The Owner may, at his expense, retain reproducible copies of drawings and copies of other documents, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements thereto, save with the express consent of the Engineer. Reuse for extensions of the Project, or for new projects, shall require permission of the Engineer and shall entitle him to further compensation at a rate to be agreed upon between Owner and Engineer.

C. Estimates

Since the Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. Arbitration

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the rules of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration law and judgement upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decision of the arbitration shall be a condition precedent to the right of any legal action.

E. The Engineer shall secure and maintain such insurance as will protect him from claims under the Workman's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement and shall hold owner harmless thereon.

F. In the event any legal action is brought by either the owner or OBEC Engineers to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions of this agreement, the prevailing party shall reimburse by the losing party such reasonable amounts for fees cost and expenses as may be set by the court.

G. Successors and Assigns

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Owner and the Engineer mutually agree that this Agreement shall be subject to the following special provisions which together with the provisions hereof and the exhibits hereto represent the entire Agreement between the Owner and the Engineer.

Owner may increase or alter work to be done, and any changes occasioned thereby in amounts to be paid hereunder shall be agreed to in writing prior to the Engineer's performance of such work. The Engineer shall make no claim for extra work unless so agreed to. All work furnished hereunder shall at all times be subject to the approval of the Owner.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year below written.

City of Wilsonville

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\_\_\_\_\_

Date: \_\_\_\_\_

OBEC Consulting Engineers

*W. J. Almaten*  
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Date: 1-25-83