

**RESOLUTION NO. 1036**

**A RESOLUTION EXTENDING THE TRAFFIC ENGINEERING SERVICES AGREEMENT WITH D.K.S. & ASSOCIATES FROM SEPTEMBER, 1992, TO SEPTEMBER, 1993; VERIFYING THE FUNDING SOURCE AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, On July 16, 1992, an interview team, consisting of the Transportation Advisory Commission Chairman Ron Anderson; George Jacobs, Civil Engineer; Eldon Johansen, Community Development Director; and Jim Long, Design and Survey Technician, evaluated presentations from the four firms that had proposed to provide traffic impact analyses for developments within the City; and

WHEREAS, the interview team recommended that the Engineering Services Agreement be awarded to D.K.S. & Associates; and

WHEREAS, by Resolution No. 945, which was adopted by the City Council on August 17, 1992, Council approved the Engineering Services Agreement; and

WHEREAS, the original request for proposals for this project was based on a twelve month Engineering Services Agreement with a yearly renewal option; and

WHEREAS, the traffic impact analyses, and related traffic engineering work performed by D.K.S. & Associates has been most acceptable to the Transportation Advisory Commission, the Planning Commission, staff and Council.

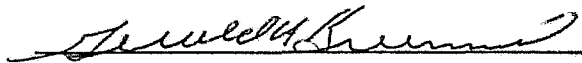
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. That the City Manager of the City of Wilsonville is authorized to amend the Engineering Services Agreement with D.K.S. & Associates to provide traffic engineering services on an as-needed basis through September 12, 1994.

2. That the estimated project expenditures to D.K.S. & Associates to complete the traffic studies for each development will be collected from the developers and deposited for expenditure for D.K.S. & Associates from Account No.

<u>Fund</u>	<u>Dept.</u>	<u>Line Item</u>	<u>Budgeted this Project</u>
1000	162	6044000	\$30,000.00

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 16th day of August, 1993, and filed with the Wilsonville City Recorder this date.

  
GERALD A. KRUMMEL, Mayor

ATTEST:

  
VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>
Councilor Carter	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Lehan	<u>AYE</u>

**CONSULTANT AGREEMENT  
CITY OF WILSONVILLE ON-CALL TRAFFIC ENGINEERING**

THIS AGREEMENT is made and entered into the 12th day of September 1992, and shall be in force until the 12th day of September 1993, by and between City of Wilsonville having a place of business at 30000 SW Town Center Loop E, Wilsonville, OR 97070, hereinafter referred to as CLIENT, and DKS Associates, an Oregon Corporation having a place of business at 921 SW Washington Street, Suite 612, Portland, OR 97205, hereinafter referred to as CONSULTANT.

WHEREAS, CONSULTANT has offered to render certain specialized professional services involving traffic engineering expertise in connection with this PROJECT;

NOW THEREFORE, the parties hereby agree as follows:

- I. In connection with the PROJECT, CONSULTANT shall perform the services set forth in Exhibit A to this AGREEMENT, Task Orders numbered sequentially, which will be attached hereto and is incorporated and made a part of this AGREEMENT by reference. Each Task Order shall identify scope of services, budget and schedule.
- II. In consideration for the satisfactory performance of the services described in Exhibit A, CONSULTANT shall be paid on a time-and-materials basis in accordance with the rates and terms set forth in CONSULTANTS fee schedule, which is attached hereto and is incorporated and made a part of this agreement as Exhibit B, for amounts not to exceed the maximum fee established for work in each task order. CONSULTANT shall submit invoices every four weeks based upon the time and materials expended. CLIENT shall make payment to the CONSULTANT within thirty (30) days of CLIENT'S receipt of CONSULTANTS invoice.
- III. CLIENT may, from time to time, order changes in the Services and the CONSULTANT shall promptly comply with each such order. Each such change shall be directed in writing, and signed by the duly authorized representative of CLIENT. Said change order shall provide an equitable adjustment in the time of performance and compensation, if applicable, as well as any other provisions of the AGREEMENT which are affected by said change order. No work shall be provided in connection with any changes in service by CONSULTANT without authorization from the CLIENT.
- IV. The CONSULTANT and CLIENT each binds itself, its partners, successors, and assigns to this AGREEMENT. CONSULTANT shall not sublet, assign or transfer its interests or any work under this AGREEMENT without the written consent of CLIENT. Notwithstanding the consent of CLIENT to any such assignment, should the CONSULTANT utilize any subconsultants, the CONSULTANT is fully responsible for satisfactory completion of all subcontracted work.

- V. The services to be rendered by the CONSULTANT shall be commenced immediately upon written Notice to Proceed from CLIENT and shall be performed in accordance with the PROJECT Schedule set forth in each Task Order which is incorporated and made a part of this AGREEMENT by reference.
- VI. Drawings, specifications, plans, reports, and other data prepared by the CONSULTANT as instruments of service are the property of CLIENT whether the project for which they are made is executed or not, and upon termination of this AGREEMENT or completion of the services rendered, whichever is earlier, CONSULTANT shall deliver the same to CLIENT. CONSULTANT shall not be held liable for CLIENT's use of documents for purposes other than those intended by this agreement.
- VII. CLIENT may terminate this AGREEMENT at any time, in whole or in part, effective immediately upon delivery of written notification thereof to the CONSULTANT, unless said notice states a later effective date of termination. As of the effective date of termination, CONSULTANT shall cease all work on the project and shall deliver all materials as required by Article VI hereof. In the event of such termination, CLIENT shall pay to CONSULTANT compensation for services actually rendered to the termination date in accordance with the provisions of Article II.
- VIII. The CONSULTANT agrees to defend, indemnify and hold harmless CLIENT, their members, agents, representatives, employees, officers, successors and assigns against any and all losses, damages, claims, liabilities, costs, suits and legal fees, or other expenses including, without limitation, Workers' Compensation suits and breach of contract, which arise out of the negligent acts, errors, or omissions or willful misconduct of CONSULTANT, or its respective officers, employees, representatives, agents or subconsultants, in connection with CONSULTANT's performance of this AGREEMENT; excepting only such liability as is determined by a court or forum of competent jurisdiction to arise out of the sole negligence or willful misconduct of CLIENT.
- IX. Before commencing the performance of its services under this AGREEMENT, the CONSULTANT shall procure and maintain, at its own expense, at least the following insurance in the form and with such limits as are agreeable to CLIENT:
- (a) Workers' Compensation and Employers' Liability Insurance, in accordance with the laws of the state or states in which the CONSULTANT's services are to be performed;
  - (b) Broad Form Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and in the aggregate;

- (c) Automobile Public Liability and Property Damage Insurance including Owned and Non-Owned Automobiles in the amount of \$1,000,000 per accident; and
- (d) Professional Liability Insurance with a limit of not less than \$1,000,000 per claim and in the aggregate and with a deductible of not more than \$50,000 per claim.

Within fifteen (15) days of execution of this AGREEMENT the CONSULTANT shall furnish CLIENT with appropriate certificates from its insurance companies showing that the above insurance is in force and including specific endorsements providing 30 days notice of cancellation to be given to CLIENT.

X. CONSULTANT shall be an "independent contractor." All persons employed to furnish services hereunder are employees of CONSULTANT and not of CLIENT. CONSULTANT shall be responsible for payment of all Worker's Compensation, matching Social Security taxes, Unemployment Insurance, income tax withholding and other statutory requirements for its employees assigned to any work contemplated by this AGREEMENT. Nothing contained herein shall make CONSULTANT the agent of CLIENT.

XI. CONSULTANT represents and warrants to CLIENT that is duly qualified and has all necessary licenses, certificates, and other qualifications required by regulatory or governmental authorities to render the services contracted, and that the execution of this AGREEMENT and the performance of the services described herein will not result in a breach of any other agreement to which CONSULTANT is a party.

The CONSULTANT warrants that the recommendations, guidance and performance of any person assigned under the AGREEMENT shall be in accordance with sound engineering/technical practice and/or professional standards and the requirements of this AGREEMENT.

XII. All notices hereunder and communications with respect to this AGREEMENT shall be in writing and effective upon the mailing thereof by registered or certified United States mail, return-receipt-requested, postage prepaid and addressed as follows:

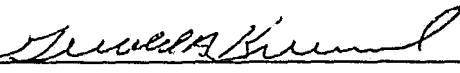
If to CLIENT:  
City of Wilsonville  
8455 S.W. Elligsen  
Wilsonville, OR 97070  
Attn: Eldon Johansen,  
Community Development Director

If to CONSULTANT  
DKS Associates  
921 SW Washington Street, Suite 612  
Portland, OR 97205  
R.S. McCourt

- XIII. Should litigation occur between the two parties relating to the provisions of this AGREEMENT, all litigation expenses, collection expenses, witness fees, court costs and attorneys fees shall be paid by the non-prevailing party to the prevailing party.
- XIV. This AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the State of Oregon. Any action or suite to enforce the provisions of this agreement shall be instituted to the applicable District Circuit Court of Clackamas County.
- XV. If any provision of this AGREEMENT as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this AGREEMENT or the validity or enforceability of this AGREEMENT.
- XVI. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT, on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination or suspension in whole or in part by the COUNTY.
- XVII. This AGREEMENT represents the entire AGREEMENT between CLIENT and CONSULTANT and there are no conditions, AGREEMENTS or representations between the parties except as expressed herein. This AGREEMENT may be amended only by written instrument, signed by both CLIENT and CONSULTANT.

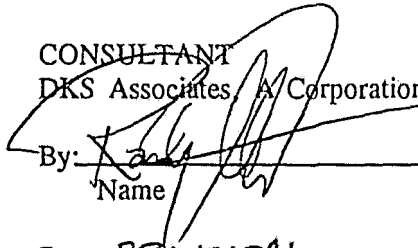
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CLIENT  
City of Wilsonville

By:   
Name

By: Mayor  
Title

CONSULTANT  
DKS Associates, A Corporation

By:   
Name

By: PRINCIPAL  
Title

RESOLUTION NO. 945

**A RESOLUTION AWARDING THE TRAFFIC ENGINEERING SERVICES CONTRACT TO THE MOST QUALIFIED CONSULTANT WHO SUBMITTED A PROPOSAL; VERIFYING FUNDING SOURCE; AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the Transportation Advisory Commission and the Planning Commission expressed concern about the lack of consistency and sometimes inadequate consideration of cumulative effects of increased traffic volumes from development; and

WHEREAS, as part of the budget process the Budget Committee and City Council approved the concept of using one Traffic Engineering Consulting firm to accomplish all Traffic Impact Analysis with reimbursement to the City for the cost from the developer; and

WHEREAS, The City of Wilsonville duly advertised a Request for Proposals for Traffic Engineering Services; and

WHEREAS, a Staff Review Team was appointed to score each submitted written proposal and selected the top four firms to continue; and

WHEREAS, on July 16, 1992, an Interview Team, consisting of Transportation Advisory Commission Chairman Ron Anderson, George Jacobs, Civil Engineer, Eldon Johansen, Community Development Director and Jim Long, Design & Survey Technician, evaluated presentations from each of the four top firms; and

WHEREAS, the above mentioned Interview Team, after deliberations, voted unanimously to recommend that City Council award the Traffic Engineering Service Contract to D.K.S. Associates; and

WHEREAS, the work to be completed will be on an intermittent basis dependent upon the flow of development proposals coming before the Planning Commission; and

WHEREAS, the Traffic Engineer will obtain the information necessary to determine the cost of each required study; the cost of the study shall be borne by the developer; and

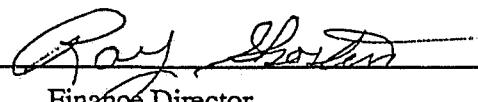
WHEREAS, the City Council, on June 29, 1992, adopted the 1992-93 fiscal year budget for the City of Wilsonville, which authorized expenditures to be paid on a project by project basis.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. That the City Manager of the City of Wilsonville is authorized to enter into a contract with D.K.S. Associates to provide Traffic Engineering Services on an as needed basis.
2. That the estimated project expenditures to D.K.S. Associates to complete the traffic studies for each development project be expended from Account No.

<u>Fund</u>	<u>Dept.</u>	<u>Line Item</u>	<u>Budgeted this Project</u>
1000	162	6044000	\$30,000.00

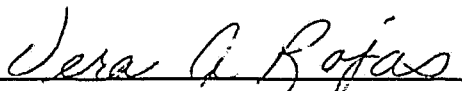
3. That the Finance Director, by his signature below, will verify when project funds are received and will then authorize payment expended.

                      8-18-92  
Finance Director                      Date

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 17th day of August, 1992, and filed with the Wilsonville City Recorder this date.

  
GERALD A. KRUMMEL, Mayor

ATTEST:

  
VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Chandler	<u>AYE</u>
Councilor Carter	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>



# DKS Associates

921 S.W. Washington Street, Suite 612  
Portland, OR 97205-2824  
Phone: (503) 243-3500  
Fax: (503) 243-1934

CITY OF WILSONVILLE

JUL 12 1993

RECEIVED

July 8, 1993

Eldon Johansen  
City of Wilsonville  
30000 SW Town Center Loop East  
Wilsonville, OR 97070

**Subject: On-Call Traffic Engineering Agreement**

P92162x0

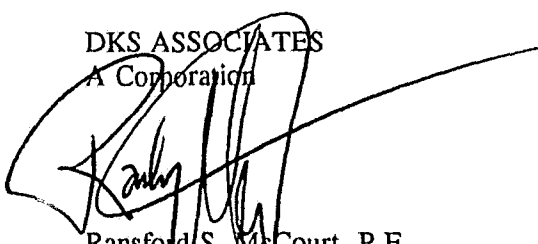
Dear Eldon:

Our consultant agreement with the City of Wilsonville to conduct on-call traffic engineering will be up for renewal on September 12, 1993. Based upon the terms of the original request for proposals under which this contract was developed, the contract is renewable yearly by the City of Wilsonville. For DKS Associates to continue providing traffic engineering services without interruption, I have provided a contract amendment to extend the term of services for the next year. Based upon our conversation this week and my conversation with Wayne Sorensen, I have tried to make this simple and provide you plenty of time to authorize the amendment prior to the September 12, 1993 date.

Should you have any questions regarding this amendment, please contact me. I will be out of town until July 19. It has been a pleasure to assist you on this work and we look forward to continuing our working relationship for the next year.

Sincerely,

DKS ASSOCIATES  
A Corporation



Ransford S. McCourt, P.E.  
Principal

rsm/c:/users/wilsonvl/amendmt.let

attachment

**CONSULTANT AGREEMENT  
CITY OF WILSONVILLE ON-CALL TRAFFIC ENGINEERING**

**Amendment No. 1**


The terms of the September 12, 1992 agreement between City of Wilsonville and DKS Associates shall be amended to read the following:

**"The AGREEMENT shall be amended to remain in force until the 12th day of September 1994."**

All other terms and conditions shall remain in effect per the AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this amended AGREEMENT to be executed on the dates noted below.

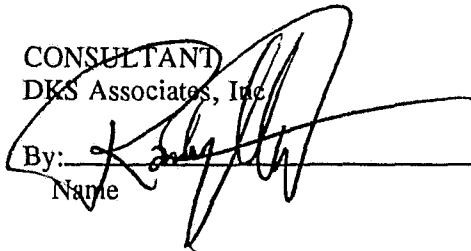
CLIENT  
City of Wilsonville

By:   
Name

Title: Mayor

Date: August 16, 1993

CONSULTANT  
DKS Associates, Inc

By:   
Name

Title: PRINCIPAL

Date: 8 JULY 93