

**RESOLUTION No. 16/17-6**  
**City of Dayton, Oregon**

***TITLE: A Resolution approving Amendment No. 3 to Personal Services Agreement between City of Dayton & Westech Engineering, Inc. for City Engineer Services***

This is an AMENDMENT to the Agreement executed on 10/3/06 (“ORIGINAL AGREEMENT”) between the City of Dayton (“CITY”) and Westech Engineering, Inc. (“ENGINEER”), with this AMENDMENT to become effective as of the date specified herein.

WHEREAS, the CITY intends to complete work on a sewer system project tentatively designated as the “2017 Sewer System Improvements- Main Pump Station & Ferry Street Trunk Sewer” project (“PROJECT”), and;

WHEREAS, the CITY submitted applications for funding for this PROJECT under the federal Rural Utilities Service (RUS) program, and;

WHEREAS, financial assistance for this project will be administered by the US Department of Agriculture, Rural Development (RD) (“AGENCY”), a governmental entity.

WHEREAS, the CITY, on December 20, 2016, received a letter of conditions for the funding package under which the PROJECT will proceed, and the letter of conditions included requirements that CITY must meet under this funding package, and;

WHEREAS, one of the conditions of the above referenced letter of conditions was that the CITY and Westech are required to complete an Agreement for Engineering Services in a format specified by the AGENCY (ie. EJCDC E-500, modified per AGENCY requirements in compliance with RUS Bulletin 1780-26 - 4/11/2014 version), and;

WHEREAS, the Dayton City Council, through a competitive selection process conforming to Oregon state procurements rules, previously selected Westech Engineering, Inc. (“ENGINEER”) to provide services as City Engineer for the CITY, and;

WHEREAS, the CITY and ENGINEER executed an agreement (“ORIGINAL AGREEMENT”) as authorized by the City Council on 10/3/06, with a scope of work under said ORIGINAL AGREEMENT which included all services anticipated under this PROJECT, and;

WHEREAS, the AGENCY agreement referenced above will be an amendment or addendum to the current CITY contract with their City Engineer (Westech Engineering, Inc.), with said amendment to delineate and pertain to only the activities directly related to this project and summarize the estimated cost associated with those activities, and;

WHEREAS, by this amendment, CITY intends to utilize the services of their City Engineer (ENGINEER) to complete the engineering and related work required to complete the improvements associated with this PROJECT.

NOW THEREFORE, the CITY and the ENGINEER agree to the modifications to the ORIGINAL AGREEMENT as outlined below (*new wording added by this AMENDMENT is shown as underlined italics below*). Upon approval by the CITY, ENGINEER and AGENCY, this AMENDMENT (plus attachments) shall become an integral part of the ORIGINAL AGREEMENT throughout the entire term of this PROJECT and during any warranty period associated therewith, and shall be treated as such.

1. Term

- a. The term of this contract (ie. basic City Engineering services) shall be from August 22, 2006 until terminated by the CITY or ENGINEER under the provisions of this contract.
- b. The term of Amendment No. 3, covering the "2017 Sewer System Improvements- Main Pump Station & Ferry Street Trunk Sewer" project ("PROJECT"), shall be from February 6, 2017 and shall remain in effect throughout the entire term of this AGENCY funded PROJECT and during any warranty period associated therewith.

2. ENGINEER'S Service

- a. The scope of ENGINEER'S services under this contract (ie. basic City Engineering services) is set forth in Exhibit A. The schedule of charges is attached as Exhibit B. All provisions and covenants contained in said Exhibits are hereby incorporated by reference and shall become a part of this contract as if fully set forth. Any conflict between this contract and ENGINEER'S Proposal (if any) shall be resolved first in favor of this written contract. ENGINEER will, in the rendering of its services to CITY, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.
- b. The scope of ENGINEER'S services under the "2017 Sewer System Improvements- Main Pump Station & Ferry Street Trunk Sewer" project ("PROJECT"), which is funded by the AGENCY, is as defined in the attached AGENCY approved Agreement for activities directly related to this PROJECT, including the schedule of estimated costs associated with these activities.
- c. Nothing in this Amendment herein creates any contractual relationship between AGENCY and ENGINEER. However, ENGINEER will cooperate and comply with policies and/or directives issued by the AGENCY to the CITY upon written notice from the CITY of such policies and/or directives.
- d. Any work performed by ENGINEER for the CITY under the "basic City Engineering services" referenced above (exhibit A) will not be subject to the terms and conditions of any funding contracts between the City and the AGENCY (RD), and may proceed independently of such RD contract terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the ORIGINAL AGREEMENT.

CITY:

City of Dayton

By (Signature):



Typed Name: Scott Pingel

Title: City Manager

Date:

2-15-17

Designated Representative (paragraph 5):

Scott Pingel

Title: City Manager

Address for giving notices:

PO Box 339

416 Ferry Street

Dayton, OR 97114

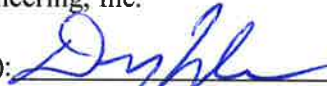
Phone Number: (503) 864-2221

Fax Number: (541) 864-2956

ENGINEER:

Westech Engineering, Inc.

By (Signature):



Typed Name: Denny Muchmore, P.E.

Title: Project Manager

Date:

2/17/17

Designated Representative (paragraph 5):

Denny Muchmore, P.E.

Title: Project Manager

Address for giving notices:

3841 Fairview Industrial Drive SE, Suite 100

Salem, OR 97302

Phone Number: (503) 585-2474

Fax Number: (503) 585-3986