

**PLEASE ADD TO THE JULY 12, 2016 AGENDA:**

**ADD**

**9(C) Approval of Amendment to June 29, 1999, Agreement for Professional Services between the City of Hubbard and AKS Engineering and Forestry.**

May 5, 2016

Vickie L. Nogle, MMC  
Director of Administration/Recorder  
City of Hubbard  
PO Box 380  
Hubbard, OR 97032

RECEIVED

MAY 11 2016

CITY OF HUBBARD

**RE: Amendment to Agreement for Professional Services**

Dear Vickie:

As discussed in our April 28, 2016 meeting, we have prepared this letter to request an amendment to our Agreement for Professional Services dated June 29, 1999 for on-going professional engineering consulting services. Therefore, we hereby respectfully request that the City approve the attached revision to the schedule of hourly rates and other reimbursable costs. The attachment would replace Exhibit 'A' in the agreement. The proposed rate schedule would simplify invoices as we will not charge extra for internal expenses such as AutoCAD time, plots, prints, or field equipment because they are already built into our standard rates. Outside subconsultants, when needed, and expenses are billed at cost with no mark up. An increase to our billing rates has not been requested since the contract was approved almost 16 years ago and the rates need to be amended in order to continue providing services to the City.

Furthermore we understand that the City wants to add a statement to our current agreement that per ORS 279C.110 (8) services provided during each fiscal year will not exceed \$100,000.

If these changes are acceptable please provide us with a draft of the amendment to the agreement for our review at your earliest convenience. If you have any questions or need any additional information regarding this matter please give us a call at (503) 400-6028.

Sincerely,

**AKS ENGINEERING & FORESTRY, LLC**



William I. Peterson, P.E.

**AKS ENGINEERING & FORESTRY, LLC**



J. Michael Poissant, P.E., Principal Member

Attachment: Revised Exhibit 'A'

**FIRST AMENDMENT TO JUNE 29, 1999 AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF HUBBARD AND AKS ENGINEERING AND FORESTRY**

RECITALS

- A. In June 1999, the City of Hubbard ("City") entered into a contract for engineering services (the "1999 Contract") with Peterson Engineering Consultants ("Peterson").
- B. In January 2015, the City consented to Peterson's assignment of the 1999 Contract to AKS Engineering and Forestry ("AKS").
- C. City and AKS wish to modify certain portions of the 1999 Contract:
  - To authorize higher hourly rates for AKS's services, to authorize potential increases to those rates in the future and to authorize changes to the reimbursement amount for mileage; and
  - To establish a definite contract term and not-to-exceed amount to comply with recent changes to Oregon law.
- D. Other than those changes, City and AKS propose no other changes to the 1999 Contract.

AGREEMENT

- 1. The parties amend Section 2 of the 1999 Contract by replacing "Exhibit A" with the exhibit attached to this First Amendment to the 1999 Contract.
- 2. The parties amend Section 6 of the 1999 Contract by replacing all of the existing language in that section with the following language: "in order to comply with ORS 279C.110(8), this Agreement will terminate three (3) years from \_\_\_\_\_, 2016 or when City has paid Consultant \$100,000, whichever occurs first. The Agreement may be extended for two (2) additional three (3) year terms with the written approval of both parties."
- 3. AKS may, with at least thirty (30) days prior written notice to City, adjust its hourly rate schedule in Exhibit A each year on June 1 using the Portland Consumer Price Index for Wage Earners beginning June 1, 2017, except that the hourly rates shall never decrease from the previous year even if the Index is reduced.
- 4. AKS may, with at least thirty (30) days prior written notice to City, adjust its mileage reimbursement on January 1 of each year to match the IRS Standard Mileage Rate for Business.
- 5. The parties reaffirm all remaining provisions of the 1999 Contract.

**SIGNED:**

**CONSULTANT**

AKS ENGINEERING AND FORESTRY, LLC

By: 

Title: PRINCIPAL MEMBER

Date: 6-9-2016

**CITY**

CITY OF HUBBARD

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT 'A'**  
**AKS ENGINEERING & FORESTRY, LLC**  
**STANDARD FEE SCHEDULE 1/1/16**

**LABOR RATE LEVELS:**

Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources I .....	\$50/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources II .....	\$55/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources III.....	\$60/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IV .....	\$65/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist /Natural Resources V.....	\$70/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VI .....	\$75/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VII.....	\$80/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VIII.....	\$85/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IX .....	\$90/hr
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Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIII.....	\$110/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIV ...	\$115/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XV.....	\$120/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVI ...	\$125/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVII...	\$130/hr
GPS/Robotic Instrument One Person Crew .....	\$115/hr
Survey Crew (Two Person) .....	\$150/hr
Laser Scanning One Person Crew .....	\$170/hr
Clerical.....	\$45/hr

**AT COST ITEMS:**

Subcontractors and Subconsultants	@ cost
Application/Permit Fees	@ cost
Mileage	\$0.54/mile
Technical Supplies	@ cost
Postage/Shipping/Delivery	@ cost
Commercial Copies	@ cost
Miscellaneous (includes):	
Parking	@ cost
Aerial Photos	@ cost
Commercial Travel, Meals, Lodging	@ cost

AKS' policy is to put the client's interests first. We strive to provide top quality services at rates that are extremely competitive. We consider our rates to be the best value in the industry. AKS is always looking for new and innovative ways to lower costs for our clients. We do not have a minimum number of hours charged per call out, mobilization charges, or trip charges. We understand that it is necessary, at times, to quickly go out to meet with clients and provide a small amount of work. There is no additional or minimum charge for this. Overtime rates are the same as the standard billing rate. AKS staff understands the need to work overtime to get projects done in a timely and efficient manner; therefore, we do not have an additional charge or multiplier for overtime. Field equipment, computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rates.

**CONSENT TO ASSIGNMENT OF AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS, Peterson Engineering Consultants, Inc. ("Peterson"), the City of Hubbard and the City of Hubbard (collectively the "City") entered into a contract titled *Agreement for Professional Services*, dated June 29, 1999, which document has been amended and extended in writing (collectively the "Contract"); and

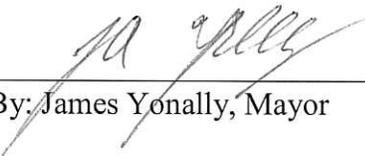
WHEREAS, Peterson has requested that the City consent to Peterson's assignment of the Contract to AKS Engineering & Forestry Salem, LLC ("AKS Salem").

Now, therefore, for good reason upon which the City is informed:

The City hereby consents to the assignment of the Contract from Peterson to AKS Salem.

City of Hubbard

1/13/2015  
Date

  
By: James Yonally, Mayor

cc: J. Estrada  
B Engle

**AGREEMENT FOR PROFESSIONAL SERVICES**

RECEIVED

BETWEEN  
THE CITY OF HUBBARD

JUL 26 1999

AND

CITY OF HUBBARD

PETERSON ENGINEERING CONSULTANTS, INC.

FOR

ON-GOING PROFESSIONAL ENGINEERING CONSULTING SERVICES

**THE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF HUBBARD, Marion County, Oregon a municipal corporation, hereinafter called the "City" and PETERSON ENGINEERING CONSULTANTS, INC., hereinafter called the "Consultant" for on-going professional engineering consulting services.

IN CONSIDERATION of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall furnish on-going professional consulting engineering services and the City shall make payment for the same, all in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the parties.

The City and Consultant agree as follows:

1. The Consultant agrees to perform the following professional services:
  - A. Have an engineer present at City Council meetings and work sessions as necessary, and make routine preparations for Council meetings.
  - B. Be available for phone calls and respond to questions of a general engineering nature during regular working hours.
  - C. Complete development review and public works comments for staff reports required in conjunction with land-use applications.
  - D. Provide technical guidance for small project applications requiring construction in the City's Right-of-way.
  - E. Provide technical guidance for infrastructure improvements within the City's Right-of-way.
  - F. Provide technical guidance and construction plans as necessary for the City's capital improvement projects.
  - G. Provide other engineering services as requested by the City.
2. For engineering services rendered by the Consultant as specified in Section 1 of this Agreement, the City will pay the Consultant on an hourly basis. A schedule of hourly rates and other costs is attached as Exhibit A.

3. Billings shall be made by the Consultant on a monthly basis and shall be promptly paid by the City after review and approval.
4. This Agreement may be amended from time to time by mutual agreement of the parties in writing.
5. This Agreement may be terminated by either party providing the other 30 days written notice. Upon such notice of termination, a final billing shall be made within 30 days and shall be promptly paid by the City.
6. The term of the Agreement is perpetual, subject to the rights of the parties to terminate with or without cause upon giving either party 30 days written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the 29<sup>th</sup> day of JUNE, 1999.

**CONSULTANT:**

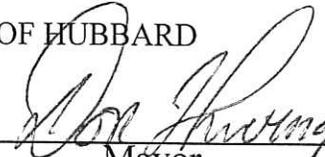
PETERSON ENGINEERING CONSULTANTS

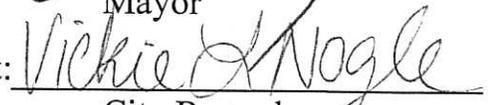
By: 

Title: President

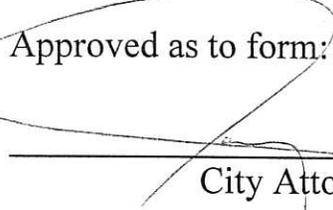
**CITY:**

CITY OF HUBBARD

By:   
Mayor

Attest:   
City Recorder

Approved as to form:

  
City Attorney

**EXHIBIT "A"**

**CURRENT BILLING RATES**

May 1, 1999

Senior Engineer	\$75.00	per Hr.
Staff Engineer	\$65.00	per Hr.
Technical III Staff	\$55.00	per Hr.
Technical II Staff	\$50.00	per Hr.
Technical I Staff	\$40.00	per Hr.
Clerical Staff	\$30.00	per Hr.
AutoCAD	\$20.00	per Hr.
Plotting:		
Bond, B/W	\$6.00	each
Bond, Color	\$6.50	per sq. ft.
Vellum, B/W	\$12.00	each
Glossy, B/W or Color	\$9.00	per sq. ft.
Copying/Scanning/Faxing		
Oversize Copies	\$2.00	each
Reductions/Enlargements	\$6.00	each
Full size scanning (24x36)	\$12.00	per Page
Outsource Printing	at	Cost
Faxing	\$1.00	per Page
Expenses	at	Cost
Travel	\$0.35	per Mile