

R1112-08

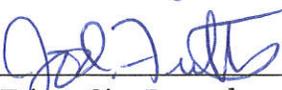
RESOLUTION EXTENDING THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.

- Whereas:** The City of Gold Beach originally entered into a professional services agreement with The Dyer Partnership Engineers & Planners, Inc. for city engineering services on April 28, 2008; and
- Whereas:** The term of the agreement between the City of Gold Beach and The Dyer Partnership Engineers & Planners, Inc. expired on April 28, 2011; and
- Whereas:** The Dyer Partnership Engineers & Planners, Inc. have provided satisfactory engineering services for the City of Gold Beach; and
- Whereas:** Because the City of Gold Beach has been a long time, continuous client of The Dyer partnership Engineers & Planners, Inc., the City receives discounted fees for engineering services; and
- Whereas:** The City and The Dyer Partnership Engineers & Planners, Inc. mutually desire to extend the agreement for one additional year from the agreement expiration date; and
- Whereas:** As enabled by ORS 279A.065 (5) and 279C.110 (3) and provided for in the City of Gold Beach Administration Code Section 1.642 (3), the City is authorized to renew existing personal services contract for engineering services without engaging in any competitive process.

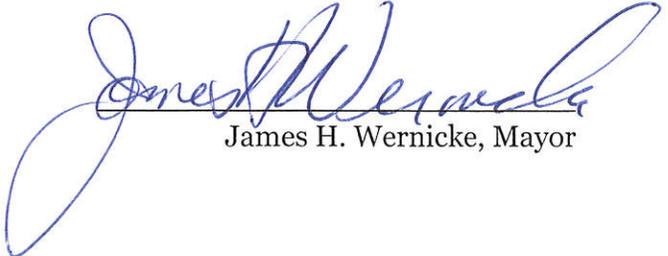
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gold Beach, Oregon does hereby approve amending the City's agreement with The Dyer Partnership Engineers & Planners, Inc., attached as Exhibit A, extending the agreement until April 28, 2012 and authorizes the City Administrator to sign on behalf of the City of Gold Beach.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, and EFFECTIVE THIS 8TH DAY OF AUGUST, 2011.

ATTEST:



Jodi Fritts, City Recorder


James H. Wernicke, Mayor

AMENDMENT NO. 2 TO AGREEMENT

This Agreement is entered into on the date last shown below by and between The Dyer Partnership, Engineers & Planners, Inc., hereinafter called "ENGINEER" and the City of Gold Beach hereinafter called "CITY," which parties do hereby agree as follows:

WHEREAS, ENGINEER and CITY have originally entered into an Agreement dated April 28, 2008 which provides ENGINEER will furnish certain services to the CITY for the term of the Agreement and which allows extension of the term by mutual agreement of both parties; and

WHEREAS, the term of said Agreement expired April 28, 2011; and

WHEREAS, CITY and ENGINEER have mutually agreed to extend said Agreement for one additional year from the Agreement expiration date;

NOW, THEREFORE, IT IS AGREED as follows:

1. The Agreement entered into between CITY and ENGINEER on April 28, 2008, which expires on April 28, 2011 is hereby extended for one additional year from the expiration date. The term of said Agreement shall now be extended to April 28, 2012, and may be extended for an additional period of time upon mutual agreement of both CITY and ENGINEER.
2. Both ENGINEER and CITY agree that existing Schedule B rates that are in effect at this time shall continue to be in effect, for all new projects, through April 28, 2012, and is attached to this Agreement.
3. All other terms and conditions of the original Agreement shall remain in full force and effect.

IT IS SO AGREED THIS _____ DAY OF _____, 2011.

CITY OF GOLD BEACH

THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

City Representative



President

The Dyer Partnership Engineers and Planners, Inc.
SCHEDULE OF RATES AND CHARGES
CITY OF GOLD BEACH

SCHEDULE B

Professional Services

Project Manager.....	\$98.00
Project Engineer 3	\$95.00
Project Engineer 2	\$88.00
Project Engineer 1	\$80.00
Engineer Tech 2.....	\$70.00
Engineer Tech 1	\$60.00
Inspector	\$70.00
Designer.....	\$65.00
Drafter/CAD Operator.....	\$60.00
Clerical 2	\$47.00
Clerical 1	\$40.00

Surveying Services

Professional Land Surveyor.....	\$98.00
Survey Tech 2.....	\$65.00
Survey Tech 1	\$55.00
2-Man Survey Crew.....	\$125.00
1-Man Survey Crew.....	\$80.00

Reimbursable Expenses

- * Reimbursables @ actual cost
- * Mileage @ current Federal rate (with automatic annual adjustments)
- * Services of Outside Consultants @ actual cost plus 10% if billed through our firm