



**LETTER OF AGREEMENT BETWEEN
CITY OF ST. HELENS AND MILLER CONSULTING ENGINEERS, INC.
FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES**

This agreement is made as of the 10th day of October, 2024, between the **City of St. Helens, Community Development Dept.** (the City) and **Miller Consulting Engineers, Inc.** (Miller) agree as follows:

- A. SERVICES:
1. The **City of St. Helens** authorizes **Miller Consulting Engineers, Inc.**, acting as an independent contractor, to perform the following services for the City:
 - a. Act as a structural consultant to the City of St. Helens
 - b. To review plans submitted for building permit to the City of St. Helens for general structural conformance to the current building code as adopted and amended by the State of Oregon, and to comment on such plans on behalf of the City.
 2. The City of St. Helens will provide the following to Miller Consulting Engineers, Inc.: plans, calculations, and specifications as provided to the City of St. Helens for examination.
 3. Miller Consulting Engineers, Inc. will perform the services as follows:
 - a. Work to be completed in a timely manner.
 - b. Structural submittals to be reviewed and commented on for conformance to the latest applicable editions of the current building code, as adopted and amended by the State of Oregon, to the extent Miller Consulting Engineers, Inc. in its professional judgement, and based on its experience, deems necessary. Single family residential projects will not be considered as part of the scope of plan review services provided by Miller.
 4. Whenever a conflict of interest may arise or if requested by other parties for a specific project, at the discretion of the City of St. Helens or when requested by Miller Consulting Engineers, Inc., plan review responsibility would be forwarded, by the City of St. Helens, to the State of Oregon or other parties other than Miller.
 5. Services not included:
 - a. Exhaustive review of plans, calculations, and specifications.
 - b. Multiple reviews of inadequate or incomplete submittals.
 - c. Review of non-structural items or work by other disciplines that may affect the structure unless indicated in the structural comments by Miller.
 - d. Review of construction means, methods, techniques, sequences, procedures, safety precautions or programs, even when included with plans and specifications.

B. BASIS OF FEE AND BILLING:

1. Structural plan review services will be provided at current hourly rates; see the attached current rate schedule for the current hourly rates.
2. Structural consultation, not part of a plan review or to address inadequate or incomplete submittals, will be provided at current hourly rates.
3. Additional charges will be billed for the City of St. Helens' authorized special mailings, special deliveries, or other approved expenses, all to be billed at cost plus 10%.
4. Payment is due to Miller Consulting Engineers, Inc. upon receipt of the invoice for services to the City of St. Helens.

C. INDEMNITY and LIMIT OF LIABILITY:

1. The City and Miller each agrees to defend, indemnify and hold harmless the other, and its respective directors, officers, members, shareholders, agents and employees from and against any and all claims, suits, actions, demands, losses, expenses, damages, and liabilities of any kind, including without limitation reasonable attorney's and expert's fees, to the extent caused by or contributed to by its ordinary or professional negligence, including without limitation the ordinary or professional negligence of those for whose acts or omissions they are legally responsible.

The City and Miller each agrees that the maximum combined joint, several, and individual liability (a) of Miller (including without limitations its partners, members, shareholders, officers, directors, employees, and consultants) to the City and all contractors of any tier in connection with this Agreement and the Project, and (b) of the City to Miller (including without limitations its partners, members, shareholders, officers, directors, employees, and consultants), for any claims or damages whatsoever, irrespective of the number of claims and whether in contract, tort (including without limitation ordinary and professional negligence) or otherwise, shall in no event exceed \$50,000 per individual City of St. Helens project for which plans are reviewed by Miller, and \$300,000 in the aggregate for all claims arising out of or relating to this Agreement. Nothing in this section shall be interpreted as an implied obligation of the City to indemnify Miller. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, except to the extent otherwise prohibited by law.



D. DISPUTES:

The parties agree to exercise their best efforts in good faith to amicably resolve all disputes via direct negotiations or in mediation, including without limitation disputes involving other participants in the Project in a combined mediation. In the event of a dispute between the parties arising out of or relating to this contract that is not settled by direct negotiations, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or arbitration. Cost of a mediator shall be split evenly among the parties participating.

E. TERMINATION:

This Agreement may be terminated by either party within 30 days after written notice is received by the terminated party of intent to terminate.

F. NO THIRD PARTY RIGHTS

This Agreement is solely for the benefit of Miller and the City of St. Helens, their representatives, successors and assigns, and nothing in this Agreement shall be considered to benefit or create rights in any other person or entity.

Eric Watson
Digitally signed by Eric Watson
DN: E=eric@miller-se.com,
CN=Eric Watson,
OU=Engineering, O="Miller
Consulting Engineers, Inc.",
L=Portland, S=Oregon, C=US
Date: 2024.10.10 13:46:19-07'00'

Miller Consulting Engineers, Inc.

Eric R. Watson, PE, SE

Principal

October 10, 2024



City of St. Helens

Name: John Walsh

Title: City Administrator

Date: October 10, 2024





2024 RATE SCHEDULE

PROFESSIONAL, TECHNICAL AND PROJECT STAFF

Services performed by **Miller Consulting Engineers, Inc.** shall be compensated at the following hourly billing rates:

Position	Hourly Billing Rate
Principal Engineer	\$208.00
Associate Engineer II	\$180.00
Associate Engineer I	\$168.00
Structural Designer II	\$158.00
Structural Designer I	\$150.00
CAD Technician	\$112.00
Administrative Assistant	\$ 96.00
Engineering Intern	\$ 62.00

The hourly rates shown above are subject to modification as costs and policies change. Client will be promptly notified in the event of change.

PREMIUM TIME

Salary premiums are paid to non-exempt staff for premium time when it is approved by the client. Time expended by exempt personnel is paid on a straight-time basis.

EXPENSES

Expenses for services by Miller Consulting Engineers, Inc. shall be invoiced at reasonable and normal rates. All expenses for "outside" services properly incurred in the performance of the work, including traveling and living expenses, deliveries, reproduction and other such services and materials, as may be required, shall be invoiced at cost plus 10 percent, as an administrative allowance.