

**RESOLUTION AUTHORIZING A CONSULTING AGREEMENT FOR
WATER SUPPLY AND DISTRIBUTION PLANNING AND
ENGINEERING**

WHEREAS, the City of Troutdale has a requirement for consulting services to evaluate its existing water system and to plan for future water system needs, and

WHEREAS, Requests for Qualifications were sent to numerous firms engaged in providing such services, and

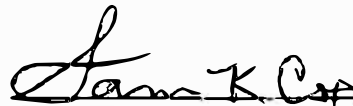
WHEREAS, staff has reviewed the Statements of Qualification submitted by several firms and recommended the one best able to meet the needs of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

The Mayor is authorized to enter into a consulting agreement for water supply and distribution planning and engineering services with Economic and Engineering Services, Inc.

**ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS
28th DAY OF JULY, 1992.**

YEAS: 6
NAYS: 0
ABSTAINED: 0



Sam K. Cox, Mayor

Dated:

July 28, 1992

ATTEST:


Valerie J. Raglione, CMC
City Recorder

D:\WATFIRM

ECONOMIC AND ENGINEERING SERVICES, INC.

Billing Address

P.O. Box 1989
Bellevue, WA 98009
(206) 451-8015

Correspondence Address

4380 S.W. Macadam Ave., Suite 365
Portland, OR 97201
(503) 223-3033

CONSULTING AGREEMENT

Work Order # _____

This Agreement is between Economic and Engineering Services, Inc. (herein EES), and the City of Troutdale at 104 S.E. Kibling Street, Troutdale, OR 97060-2099 (herein CLIENT).

I. SCOPE OF SERVICES

EES will provide consulting services to CLIENT for the following project: **Water Supply and Distribution Planning and Engineering**. The scope of services to be provided is more fully described on Attachment A and further attachments to this Agreement. Robinson & Noble, Inc. will provide groundwater geology services to EES for this project.

II. COMPENSATION

Services provided by EES and costs incurred by EES under this will be indicated in accordance with the scope of work for each task authorized. In the event services are to be provided by EES in whole or in part on an hourly basis, the hourly rates set forth in Attachment A will apply. Direct costs will be additional.

III. IDENTIFICATION OF CONSULTING DOCUMENTS

This Agreement is comprised of pages 1 through 3 and Attachment "A" attached hereto and incorporated herein by this reference. This is the entire Agreement of EES and CLIENT and there are no agreements or conditions except as provided herein.

ECONOMIC AND ENGINEERING SERVICES, INC.

Date _____

By: Robert L. Wubbena

Title: President

CLIENT

Date 7/29/92

By: Sam K Cox

Title: _____

IV. METHOD OF PAYMENT & REIMBURSEMENTS OF COSTS

EES may use the services of independent contractors to perform a portion of its obligations under this Agreement. Services performed by independent contractors will be billed to CLIENT by EES at actual cost.

The CLIENT is responsible for all out of pocket travel, food, lodging and incidental expenses incurred by EES outside the tri-county Portland Metropolitan area that are reasonably associated with the provision of services under this Agreement.

All invoices billed by EES to CLIENT shall be paid within thirty (30) days of receipt. All billings that remain unpaid after thirty (30) days shall bear interest at the rate of 12.0 percent per annum until paid.

V. RELATIONSHIP OF CONTRACTING PARTIES

EES is an independent contractor under this Agreement. EES is not an agent or employee of CLIENT. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement and there are no third party beneficiaries to this Agreement.

VI. MODIFICATION OF AGREEMENT

This Agreement can only be modified in writing.

VII. PROJECT DATA AND DOCUMENTS

EES can rely upon the accuracy of all data furnished by CLIENT to EES that is used by EES in the provision of services under this Agreement. EES has the right to retain and use all data furnished to it, and all plans, designs, specifications and other work created by EES during its provision of services under this Agreement.

VIII. LIMITATION OF LIABILITY

To the extent permitted by law, the liability of EES for claims arising hereunder or for services performed under this Agreement shall be limited to the monetary liability incurred by the Client or the monetary damage suffered by the Client due to any negligence or misrepresentation by EES or its agents but in no case more than \$1,000,000.

IX. MUTUAL INDEMNIFICATION

EES and CLIENT each agree to indemnify and hold each other harmless against all personal injury, death and property damage claims made by third parties (including claims by employees of CLIENT) that arise as a result of their own sole or concurrent negligence, and against all losses, damages, costs, expenses and attorneys' fees associated therewith.

X. TERMINATION OF AGREEMENT

Either EES or CLIENT may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed on page one of this Agreement.

In the event CLIENT terminates this Agreement, CLIENT specifically agrees to pay EES for all services rendered through the termination date.

XI. RESOLUTION OF DISPUTES

The law of the State of Oregon shall govern the interpretation of and the resolution of disputes under this Agreement if such disputes cannot first be resolved by negotiation between the CLIENT and EES.

XII. ATTORNEYS' FEES

In the event of dispute as provided in paragraph XI above, the prevailing party, as determined by the Court, will be awarded its attorneys' fees and costs.

XIII. MISCELLANEOUS

If any provision contained in this Agreement is held for any reason to be invalid, illegal or unenforceable, the other provisions will remain in full force and effect. Neither party will assign all or any part of this Agreement to any third party without the prior written consent of the other party. EES will not be liable for damages or delay in its performance or for the direct or indirect costs that may result from acts of God, acts of governmental authorities, strikes, riots, wars, lockouts, accidents, extraordinary weather conditions, natural catastrophes, or other events beyond the control of EES.

XIV. INCORPORATED DOCUMENTS

The following exhibits and attachments are incorporated in this Agreement as if fully set forth herein:

Attachment A: Scope of Work Schedule and Compensation for Task 1 (Scope, Schedule and Compensation for further Tasks will become additional attachments).

XV. EXECUTION OF AGREEMENT

This Agreement has been executed by EES and CLIENT as set forth on page one of this Agreement.

ECONOMY AND ENGINEERING SERVICES, INC.

SCHEDULE OF RATE CODES FOR BILLING PURPOSES

February 1992

<u>Title</u>	<u>\$/hour</u>
Word Processor	30.00
Project Specialist I	35.00
CAD Specialist	45.00
Senior Word Processor	40.00
Engineer I	45.00
GIS Analyst	50.00
GIS Programmer	50.00
Environmental Planner	50.00
Analyst I	50.00
Project Engineer	55.00
Wetlands Specialist	55.00
Project Manager - Resource Information	65.00
Analyst II	65.00
Senior Engineer	65.00
Associate	70.00
Associate II	80.00
Senior Associate	80.00
Vice President/Principal	95.00
Legal and Senior Consultant Assignments	

When Principals, Senior Associates, and Associates provide expert testimony or short-term and special senior consulting, the billing rates are as follows unless services are provided as a part of a larger EES project's client consulting services.

Specialist	90.00
Associate	110.00
Senior Associate	110.00
Vice President/Principal	140.00

Note: These rates are reviewed and updated annually. Individuals may change classification based on job reassignment/promotions.