

RESOLUTION NO. 1071-R

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND
CONSTRUCTION MANAGEMENT OF A DISINFECTION SYSTEM
FOR THE WASTE WATER TREATMENT PLANT**

WHEREAS, the treated effluent from the City's Waste Water Treatment Plant is discharged to the Sandy River under authority of a National Pollutant Discharge Elimination System (NPDES) permit issued by the Oregon Department of Environmental Quality; and

WHEREAS, the renewed NPDES permit establishes a maximum chlorine residual in the treated effluent which our plant can not currently meet; and

WHEREAS, a Stipulation and Final Order provides the City with a period of time until December 1, 1994 to meet the new limitations; and

WHEREAS, the City went through a competitive process and selected CH2M Hill as the firm to study reasonable options and recommend a method to meet the limitation; and

WHEREAS, that firm has completed its study, has recommended ultra-violet light as a disinfection method having the lowest total life-cycle costs and also having the most favorable non-economic attributes; and

WHEREAS, the Professional Services Agreement with CH2M Hill for the study of alternatives also envisioned a possible follow-on agreement for design services; and

WHEREAS, CH2M Hill has expressed a desire to perform such design services and has submitted a proposal to do so; and

WHEREAS, staff has reviewed the proposal and believes it to be fair and reasonable; and

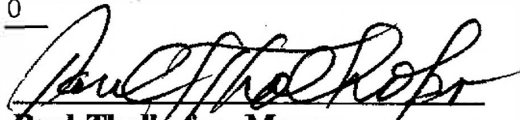
WHEREAS, current treatment plant flow averages about one million gallons per day (MGD) and the disinfection system will be designed to handle 2.5 MGD, so that current needs verses future capacity is in the ratio of 40-60.

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

The Mayor is authorized to enter into a Professional Services Agreement with CH2M Hill for the design and construction management of a disinfection system for the waste water treatment plant in an amount not to exceed \$110,000, and the costs thereof will be distributed as 40 percent to the Sewer Fund and 60 percent to the Sewer Improvement Fund.

**ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE
THIS 9TH DAY OF NOVEMBER, 1993.**

YEAS: 4
NAYS: 2 [Lloyd, Burger-Kimber]
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: November 9, 1993

ATTEST:


**Valerie J. Raglione, CMC
City Recorder**

D:\

CH2M HILL STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between CH2M HILL Northwest, INC., ("ENGINEER"), and
the City of Troutdale, ("OWNER")

for a PROJECT generally described as:

An ultraviolet (UV) light disinfection system for the Troutdale Sewage Treatment Plant (STP).

ARTICLE 1. SCOPE OF SERVICES

The Scope of Services is set forth in Attachment A.

ARTICLE 2. COMPENSATION

ENGINEER's compensation is set forth in Attachment B.

ARTICLE 3. TERMS OF PAYMENT

Payment to ENGINEER will be made as follows:

A. Invoices and Time of Payment

Monthly invoices will be issued by ENGINEER for all services performed under this AGREEMENT. Invoices are due and payable on receipt.

Upon completion of services enumerated in Article 1, the final payment of any balance will be due upon receipt of the final invoice.

B. Interest

Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. OWNER will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If OWNER fails to make payment in full to ENGINEER for services within 60 days of the date due for any uncontested billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused OWNER because of such suspension of services.

ARTICLE 4. OBLIGATIONS OF ENGINEER

Amendments to Article 4, if any, are included in Attachment C.

A. General

ENGINEER will serve as OWNER's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The standard of care applicable to ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

C. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

D. ENGINEER's Personnel at Construction Site

The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents

has been implemented and preserve the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform their work in accordance with the Contract Documents.

Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

E. Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

F. Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors, that affect the amount that should be paid.

G. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

Record drawings will consist only of the signed and sealed set of drawings in hard copy form. Any computer-generated files on diskettes or tapes furnished by ENGINEER are for OWNER and others convenience and to be utilized at users sole risk.

H. Minority- and Women-Owned Businesses; OWNER-Specified Subcontractors

ENGINEER will comply with OWNER's directives in utilizing the services of OWNER-specified subcontractors and/or minority- and women-owned businesses on the PROJECT. Firms selected by ENGINEER to meet said directives will be subject to approval of OWNER.

ENGINEER's liability arising from the work of said subcontractors or businesses is limited to proceeds available from their insurances.

I. Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

J. ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

Amendments to Article 5, if any, are included in Attachment C.

A. OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

B. Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines,

and other components of OWNER facilities as may be required in connection with ENGINEER's services, unless otherwise agreed to. OWNER will be responsible for all acts of OWNER's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

D. Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

E. Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's services, or of any defect in the work of ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances and Indemnification

If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

If hazardous substances other than asbestos are suspected, ENGINEER will conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, OWNER will indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

G. Contractor Indemnification and Claims

OWNER agrees to include in all construction contracts the provisions of Article 4D, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

H. Exclusion of Contractor Claims

OWNER agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and material suppliers on the project, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, em-

ployees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER.

I. OWNER's Insurance

(a) OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

(b) OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, agents and subcontractors.

(c) OWNER will ~~provide for~~ have the construction contractor ~~to provide~~ a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the ~~construction contractor(s)~~ (or OWNER), and their respective officers, employees, agents, affiliates and subcontractors. OWNER will provide ENGINEER a copy of such policy.

J. Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that ENGINEER's sole negligence caused OWNER's damage.

K. Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

L. Services of ENGINEER

Unless this AGREEMENT is modified or terminated, OWNER will have all services specified in this AGREEMENT performed by ENGINEER, employing ENGINEER's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to OWNER's review and approval.

ARTICLE 6. GENERAL LEGAL PROVISIONS

Amendments to Article 6, if any, are included in Attachment C.

A. Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

B. Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse on another project, change, or alteration by OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of ENGINEER will be at OWNER's sole risk. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change or alteration.

C. Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER.

D. Limitation of Liability

To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages for any cause or combination of causes will, in the aggregate, not exceed the compensation received by ENGINEER under this AGREEMENT. This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

E. Termination

This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

F. Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the services of ENGINEER for the convenience of OWNER. In the event of force majeure or said suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

G. No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

H. Indemnification

(a) ENGINEER agrees to indemnify OWNER from any claims, damages, losses and costs, including, but not limited to attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, officers, and subcontractors in connection with the PROJECT.

(b) OWNER agrees to indemnify ENGINEER from any claims, damages, losses and costs, including, but not limited to attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of OWNER, OWNER's employees, or agents in connection with the PROJECT.

(c) If the negligence or willful misconduct of both ENGINEER and OWNER (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ENGINEER and OWNER in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

I. Assignment

This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

J. Consequential Damages

In no event will ENGINEER, ENGINEER's affiliated corporations, officers, employees, or subcontractors be liable for special, indirect, or consequential damages, and in order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such loss or damage.

K. Interpretation and Waivers

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitation of liability or sole negligence for indemnification. Parties means OWNER and ENGINEER, and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that OWNER will not seek damages in excess of the limitations indirectly through suits with other parties who may join ENGINEER as a third-party defendant. OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within two years of substantial completion of the facility designed or final payment to ENGINEER, whichever is earlier.

L. Jurisdiction

The law of the State of OREGON shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

M. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for

any cause.

N. Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

O. Contract Documents

Contract Documents are limited to the sealed and signed hardcopies. Computer-generated drawing files on diskettes or tapes furnished by ENGINEER are for OWNER or others convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

P. Change Orders

The OWNER agrees to hold the ENGINEER harmless for all change order costs not due to the ENGINEER's negligent acts, errors, or omissions and for ENGINEER caused change order costs resulting from negligent acts or omissions that total

less than two (_____) percent of the final cost or construction. The portion of ENGINEER caused change orders applicable to the percentage will be those extra costs for work that would not have occurred if the negligent acts, errors, or omissions had been absent. Costs of additions, improvements, betterments, or other value added work will not be included in the percentage whether or not caused by ENGINEER's negligent acts, errors, or omissions. Occurrence of unforeseen, unexpected, changed, or unusual subsurface conditions will not be considered as errors and omissions of the ENGINEER. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, ENGINEER is liable for any alleged ENGINEER's negligence.

The parties will not include within the percentage any extra costs that fall outside the standard of care criteria because of a clear deviation from reasonable standards of the profession.

Construction cost is defined as the total cost to the OWNER for the construction, excluding costs of engineering and other professional services, land, and rights-of-way and administrative costs, but including all construction contracts and the value of all labor, materials, and equipment furnished by the OWNER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A—Scope of Services Attachment B—Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, City of Troutdale

dated this 9th day of December, 1993

X By: Paul J. Hooper Mayor
Name Title

By: _____
Name Title

By: _____
Name Title

For ENGINEER, CH2M HILL Northwest, INC.,

dated this 27 day of October, 1993

By: Jim Maciavella Water Division Manager
Name Title

Attachment A to the AGREEMENT between CH2M HILL Northwest, INC., ("ENGINEER"), and
The City of Troutdale ("OWNER"), for

a PROJECT generally described as:

An ultraviolet (UV) light disinfection system for the Troutdale
Sewage Treatment Plant (STP).

ARTICLE 1. SCOPE OF SERVICES

ENGINEER agrees to furnish OWNER the following specific services:

Services as defined in Articles 1 and 2 of Attachment A.1,
Scope of Work.

This Attachment A supercedes all prior written or oral understandings of the Scope of Services, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, City of Troutdale

dated this 9th day of December, 19 93

X By: Paul J. Hooper Mayor
Name Title

By: _____
Name Title

By: _____
Name Title

For ENGINEER, CH2M HILL Northwest, INC.,

dated this 27 day of October, 19 93

By: Jim Maciarello Water Division Manager
Name Title

Attachment A.1

Scope of Work

1. Purpose

CH2M HILL (hereinafter ENGINEER) will provide engineering design of an ultraviolet (UV) light disinfection system and miscellaneous related facilities for the City of Troutdale Sewage Treatment Plant (STP). The design effort will provide the City with biddable drawings and specifications for the construction of new and renovated facilities.

2. Scope of Engineer Services

The ENGINEER will provide the services defined below:

2.1 Disinfection Facility Preliminary Design

- Write a technical memorandum recommending design concepts including mechanical, architectural, structural, site, and process control issues.
- Prepare a preliminary site layout drawing for review by the City.
- Attend a preliminary design meeting with the City and the Department of Environmental Quality (DEQ) to discuss design concepts and make decisions for proceeding with final design.

2.2 Disinfection Facility Final Design

- A. Prepare construction drawings and specifications for review by the City and DEQ. The specifications will be written using the CSI format, including standard front-end sections (general requirements), etc. The drawings will include:

- (1) Vicinity Map, Index to Drawings, and Legends
- (2) Civil Site Plan
- (3) Hypochlorite Building Plans/Sections/Details
- (4) Hypochlorite Building Electrical Process Plan and Details
- (5) UV Disinfection Facility Foundation and Ground Plans
- (6) UV Disinfection Facility Sections
- (7) UV Disinfection Facility Sections/Details
- (8) UV Disinfection Facility Details
- (9) UV Disinfection Facility Electrical Process Plan and Details
- (10) Standard Design Details
- (11) Standard Design Details

- B. Attend 90 percent review meeting with the City and DEQ to discuss the drawings and specifications and incorporate comments into final drawings and specifications.
- C. Furnish three (3) sets of final (100 percent) drawings (11-inch by 17-inch) and specifications to the City.
- D. Prepare an estimate of total construction costs and estimates of material quantities to be furnished and work to be done based on completed drawings and specifications for the project. Such estimates are to be based on ENGINEER's best judgement and experience and as are deemed to be appropriate at the time the project is scheduled to be bid.
- E. Provide day-to-day management of the work including overall project control, task development/review, task assignments to individuals, monitor/review work, budgets, and schedules, administer contractual obligations, conduct internal project review meetings, maintain regular communication with the City, and maintain communication with regulatory agencies.

2.3 Provide bidding and contract award services. The scope of the services will include work as follows:

- A. Prepare twenty (20) sets of Bid Documents to Bidders.
- B. Assist the City in the prequalification of bidders.
- C. Conduct the site tour and prebid conference.
- D. Answer bidder questions during the bidding period.
- E. Prepare addenda if required.
- F. Assist the City in the receipt and evaluation of bids and make recommendations for Award of Contract.
- G. Assist the City in the signing of a Contract with the successful bidder.

2.4 Provide inspection services during construction. The scope of the services for inspection will include work as follows:

- A. Furnish general inspection of the Contractor's work on behalf of the City to the extent defined in the Contract Documents by periodic visits to the site, or when requested by the City, to observe the progress and quality of the Contractor's work.

Twenty-nine (29) person-days of general observations have been budgeted.

2.5 Provide services during construction. The scope of the services during construction will include work as follows:

- A. Meet with the plant staff and the City on a monthly basis for consultation or conferences with regard to construction. Six meetings attended by one CH2M HILL engineer at the jobsite have been budgeted.
- B. Assist in the interpretation of drawings and specifications.
- C. Review the Contractor's submittals for conformance with the design concept of the project and compliance with the requirements set forth in the Contract Documents. Twenty-eight (28) submittals and fourteen (14) resubmittals are expected.
- D. Assist in the preparation of monthly construction progress reports.
- E. Assist in determination of monthly contractor progress payments.
- F. Assist the City with the system startup. Three (3) person-days of startup assistance have been budgeted.
- G. Make a final inspection of the construction jointly with the City and plant staff and recommend acceptance of the construction contract. One (1) person-day has been budgeted for final inspection.
- H. Following completion of the construction, prepare record drawings for the 11 drawings included in the Contract, based on record drawings information provided by the Contractor and reviewed by the City. The record drawing information provided by the Contractor shall include clarification/interpretation requests, contract modifications, and any other changes made during construction and shall accurately reflect as-built conditions prior to our beginning work on drafting the record drawings. CH2M HILL's role is only to draft record drawing changes: not to review submitted drawing information from the Contractor for accuracy. Computer drafting of the record drawings will be done by CH2M HILL technicians, and one 11-inch by 17-inch check print of each drawing will be sent to the City for review. After making final corrections, one set of full-size (22-inch by 34-inch) mylars of each of 11 drawings will be provided to the

City along with two sets of full-size blueprints of each of 11 record drawings.

3. Scope of City Services

The City will provide the following services to support this Task Order.

- 3.1 Give thorough consideration to all reports, schedules, budgets and other documents presented by the ENGINEER and inform the ENGINEER of all decisions.
- 3.2 Advise ENGINEER of changes or additions to the scope of services required to satisfy the project objectives.
- 3.3 Provide to the ENGINEER all technical data in the City's possession, including previous reports, maps, surveys, borings, and all other information required by the ENGINEER and relating to the ENGINEER's work on the project. Such information shall include the City's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards which the City requires to be included. ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the City in performing ENGINEER's services to the City.
- 3.4 Make system facilities and property available and accessible for inspection by ENGINEER, and provide labor and safety equipment as required by ENGINEER and as authorized by the City. The City shall perform or have performed by others at no cost to ENGINEER such test of equipment, machinery, pipelines, and other components of the City's system facilities as may be required in connection with project work under the Agreement, unless stated otherwise.
- 3.5 Be responsible and pay for all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and secure the necessary land, easements, and rights-of-way, and provide access as necessary for the ENGINEER to perform his services on public or private property as required, unless otherwise specified herein.
- 3.6 Furnish the field survey personnel and equipment, and perform the work which may be required for obtaining design information, but such work shall be performed as directed by the ENGINEER to the ENGINEER's satisfaction.
- 3.7 Request replacement of any onsite representative personnel furnished by the ENGINEER or to furnish such personnel from the City's own forces, subject to the approval of the ENGINEER, as described hereinafter.

- 3.8 Give prompt written notice to ENGINEER whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the ENGINEER or Contractors.

4. Time of Performance

ENGINEER and the City have discussed the scope of services and agree that the following represents a reasonable time frame within which to conduct the work. ENGINEER will commence work immediately upon notice to proceed by the City.

Activity	Time
Notice to Proceed	November 10, 1993
Draft predesign submittal (10%)	December 15, 1993
City and DEQ review	December 16, 1993 through January 12, 1994
90% design submittal	March 2, 1994
City and DEQ review	March 3 through March 16, 1994
Fixup	March 17 through March 25, 1994
100% design submittal	March 30, 1994
Advertisement	April 1 through May 4, 1994
Bidding Phase	May 5 through June 1, 1994
Contract Award	July 1, 1994
Construction Completion	December 1, 1994

5. Compensation

The compensation for services shall be based on a lump sum amount (except for inspection services and services during construction) as shown in the Contract. The cost breakdown for services is as follows:

Compensation for Services		
ITEM		COST (\$)
2.1	Preliminary Design	\$ 2,000
2.2	Final Design	\$ 37,000
2.1 & 2.2	Expenses (Computer, printing, etc.)	\$ 6,000
2.3	Bidding and Contract Award Services	\$ 5,000
2.4	Inspection Services ⁽¹⁾	\$ 18,000
2.5	Services During Construction ⁽¹⁾	\$ 30,000

(1) These items will be compensated on a time and materials basis.

Attachment B to the AGREEMENT between CH2M HILL Northwest, INC., ("ENGINEER"), and
the City of Troutdale ("OWNER"), for

a PROJECT generally described as:

Preliminary design, final design, expenses, and bidding and contract award services as defined in Article 2 of Attachment A.1, Scope of Work, for the Troutdale Sewage Treatment Plant (STP) ultraviolet (UV) light disinfection system.

ARTICLE 2. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

A. LUMP SUM

For services enumerated in ARTICLE 1, the lump sum of

fifty thousand

Dollars (\$ 50,000), plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes.

B. RENEGOTIATION OF COMPENSATION

The lump sum is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond ENGINEER's control, ENGINEER reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

This Attachment B supersedes all prior written or oral understandings of the Compensation, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, City of Troutdale

dated this 9th day of December, 19 93

X By: Paul Schroeder Mayor
Name Title

By: _____
Name Title

By: _____
Name Title

For ENGINEER, CH2M HILL Northwest, INC.,

dated this 27 day of October, 19 93

By: Jim Maciasella Water Division Manager
Name Title

This Attachment B supersedes all prior written or oral understandings of the Compensation, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, City of Troutdale

dated this 9th day of December, 19 93

X By: Paul J. Hooper Mayor
Name Title

By: _____
Name Title

By: _____
Name Title

For ENGINEER, CH2M HILL Northwest, INC.,

dated this 27 day of October, 19 93

By: John Maciariello Water Division Manager
Name Title

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Addendum modifies an Agreement dated December 9th, 1993 ("Agreement") between CH₂M Hill Northwest, Inc. ("Engineer") and the City of Troutdale ("Owner"). The intent of this Addendum is to clarify and modify certain terms and obligations contained in the Agreement between the parties. In the event of any inconsistency between the provisions in the Agreement and those in this Addendum, the terms in this Addendum control. The parties recognize that CH₂M Hill Northwest, Inc. may become CH₂M Hill, Inc. in the near future and that the Agreement and this Addendum will be binding on CH₂M Hill, Inc. at that time.

Engineer and Owner agree as follows:

1. Time of Payment.

Attachment B (Lump Sum) is modified to clarify the time of payment of the lump sum \$50,000 obligation for preliminary design, final design, expenses, and bidding and contract award services. Payment shall be due from Owner for these services on a monthly basis. Engineer will bill for each month the percentage of \$50,000 equal to the percentage of the work on these services completed that month.

2. Standard of Care for Inspection Services.

In the event of any inconsistency between the provisions of Article 4B (Standard of Care) and Articles 4D (Engineer's Personnel at Construction Site) or 4F (Construction Progress Payments), the provisions of Article 4B control. It is the intent of the parties to hold Engineer accountable to the degree of skill and diligence normally employed by professional engineers in performing the services under the Agreement. The general intent of Articles 4D and 4F is to absolve the Engineer from obligations beyond the standard of care set out in Article 4B. It is not the intent of these provisions to lower the standard of care below that set forth in Article 4B. Thus, within the limits of this standard of care, Engineer is accountable to Owner for reporting observations made at the construction site on the consistency of the work with the Contract Documents and any other matter which a reasonable Engineer would report in the same circumstances.

3. Record Drawings.

In the event of any inconsistency between the provisions of Article 4G and Attachment A.1, Article 2.5H relating to record drawings, the provisions of Attachment A.1, Article 2.5H control.

4. Hazardous Substances.

Engineer recognizes that the work will be performed at a wastewater treatment plant and that chemicals are stored and used in that operation. As used in Article 5F, "hazardous substances" does not include chemicals and substances normally used in the operation of a

wastewater treatment plan or the sewage effluent itself.

5. Modification of Article 5J (Litigation Assistance).

The last words of this article are amended to substitute "ENGINEER's negligence was a substantial cause of OWNER's damage" in place of "ENGINEER's sole negligence caused OWNER's damage." The entire provision reads as follows:

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that ENGINEER's negligence was a substantial cause of OWNER's damage.

6. Elimination of Article 6D (Limitation of Liability).

Article 6D, pertaining to Limitation of Liability, is stricken from the Agreement. It is the intent of the parties that there is no limitation on Engineer's liability to Owner as previously stated in that article.

7. Modification of Article 6E (Termination).

Article 6E is amended to eliminate the ability of either party to terminate for convenience and to eliminate the ability of Engineer to obtain payment of termination expenses if the termination by Owner was for cause. Article 6E as amended reads as follows:

This AGREEMENT may be terminated for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

On termination, ENGINEER will be paid for all authorized services performed up to the termination date. If the termination is by ENGINEER because of the failure of OWNER to perform, ENGINEER will receive termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Change Orders.

Article 6P is amended to change the hold harmless on change order costs from two to one percent of final cost of construction. The last words in the first sentence of Article 6P is changed from "total less than two (2) percent of the final cost or (sic) construction" to "total

less than one (1) percent of the final cost of construction."

9. Time is of the Essence.

Time is of the essence in the performance of the Agreement. Timely review by Owner and Department of Environmental Quality are mandatory in order to meet the schedule shown in Article 4 of Attachment A.1. If timely review is not provided, the schedule may need renegotiation. The Scope of Services in Article 1 of Attachment A to the Agreement is amended to include the time schedule set out in Article 4 of Attachment A.1, so that Attachment A, Article 1 provides that,

SCOPE OF SERVICES. ENGINEER agrees to furnish OWNER the following specific services:

Services as defined in Articles 1, 2 and 4 of Attachment A.1, Scope of Work.

10. Compensation (Attachment B, Article 2A).

Article 2A of Attachment B pertaining to the compensation for inspection services and services during construction is amended to eliminate the obligation of Owner to pay a service charge of 10 percent of Direct Expenses. As amended, the provision reads as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE).

For services enumerated in ARTICLE 1, ENGINEER's (Salary Costs)* multiplied by a factor of 2.10, plus Direct Expenses, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

11. Included Agreements.

Article 7 is amended to include this Addendum in the listed attachments made part of the Agreement.

OWNER

City of Troutdale

BY: Paul J. Hallock
(Name)
Mayor
(Title)

DATE: December 9, 1993

ENGINEER

CH₂M HILL Northwest, Inc.

BY: Jim Marciello
(Name)
Motor Business Line Manager
(Title)

DATE: Dec 14, 1993