

TYPE-ERASE

A BILL FOR AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND RECORDER TO ENTER INTO A CONTRACT WITH CH2M HILL, INC. FOR TREATMENT PLANT DESIGN, AND DECLARING AN EMERGENCY.

ORDINANCE BILL NO. 15 for 1975
ORDINANCE NO. 1557

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a contractual agreement with CH2M HILL, INC., for the design of a treatment plant in Lebanon, and to obligate the City for the payment of \$ (See Article II of Agreement) as provided in the contract dated June 24, 1975 attached hereto and made a part hereof.

Section 2. Inasmuch as the provisions of this Ordinance are necessary for the immediate preservation of the peace, health and safety of the people of the City of Lebanon, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 24th day of June, 1975.

Lyle R. Winter

Mayor
Pro-tem

ATTEST:
Robert E. Jones

Recorder

EAGLE-A

AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE
CITY OF LEBANON, OREGON
WASTEWATER TREATMENT PLANT IMPROVEMENTS

For the consideration hereinafter set forth, the firm of CH2M HILL, INC., a professional engineering corporation, hereinafter referred to as the ENGINEER, agrees to provide engineering services to the CITY OF LEBANON, OREGON, hereinafter referred to as the OWNER, for final design and preparation of plans and specifications, services during construction, on-site inspection, and other services as described hereinafter for a PROJECT generally described as upgrading and expansion of the existing wastewater treatment plant.

ARTICLE I.

The specific services which the ENGINEER agrees to furnish are as follows:

A. FINAL DESIGN SERVICES

1. Prepare bidding documents, construction plans, specifications, and estimates of cost, as customarily made available for construction of this type of project, based on the facility described in the Sewerage System Study dated October 1974, except that the design shall be for a population equivalent of 15,000 persons and shall include modifications to the West Side Pump Station to increase its capacity to 4,000 gallons per minute.
2. Process documents with all appropriate regulatory agencies.
3. Meet with representatives of the OWNER, the Oregon Department of Environmental Quality, and the U.S. Environmental Protection Agency when requested and necessary for consultation or conferences in regard to design of the PROJECT.
4. Provide general information in regard to the PROJECT and consult with the OWNER or those designated by the OWNER to prepare necessary agreements, such as those for rights-of-way, easements, land purchase, and applicable federal and state grant applications.
5. Furnish sufficient copies of plans, specifications, and documents for obtaining project approval.

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6. Assist in presentations as requested to inform the general public of the project.
7. Coordinate all test borings, subsurface exploration, or other investigations which may be required for design of the PROJECT.

B. SERVICES DURING CONSTRUCTION

1. Assist the OWNER in receiving and tabulating construction and/or materials proposals; report the results to the OWNER; and assist in awarding the contract(s) for construction and/or materials.
2. Meet with representatives of the OWNER and governmental agencies having jurisdiction and the OWNER when requested and necessary for consultation or conferences in regard to construction of the PROJECT.
3. Provide interpretations of the plans and specifications.
4. Make periodic visits to the site of the PROJECT to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the intent of the Contract Documents.
5. Coordinate the work of laboratories in the inspection and tests of materials used in the construction; receive and evaluate all reports by such laboratories or bureaus.
6. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the contractor is required to submit for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents.
7. Supervise the work of the on-site inspection personnel and other field personnel.
8. Submit monthly progress payment recommendations, prepare and submit contract change orders, and routine partial payment reports required by state and/or federal participation grants.
9. Make a final inspection of the construction jointly with representatives of the OWNER and federal and state agencies having jurisdiction, and submit a final report upon which final settlement and termination of the construction contract(s) can be based.

10. Make such visits to the PROJECT site as may be necessary to assist the OWNER in taking over operation of the PROJECT. This shall be done to determine if the equipment and facilities are operating properly, to familiarize the OWNER with the operating and functioning of the PROJECT, and to review performance of items under the contractor's guarantee. Such visits as are made prior to the ENGINEER's recommendations for final payment to the construction contractor shall be regarded as a part of SERVICES DURING CONSTRUCTION; any visits made after this time shall be paid for as OTHER SERVICES.

C. ON-SITE INSPECTION SERVICES

1. Furnish the on-site inspection personnel to act as agent(s) of the OWNER in his relations with the construction contractor(s) to provide on-the-job, day-to-day inspection of the work as defined in ARTICLE IV; to prepare monthly progress reports on the work; to determine the amounts of payments due the contractor(s) as set forth in the construction contract(s); and to keep all records, maps, and plans necessary for the preparation of drawings of record.

D. OPERATION AND MAINTENANCE MANUAL

1. Provide twenty-five (25) copies of an operations manual describing the operation of the PROJECT and other ancillary facilities. This manual shall explain the various modes of operation which may be possible, including, but not limited to, both normal operation and emergency operation procedures. The manual shall be complete with schematic drawings showing possible fluid and solid flow, in brief, routes and capacities. The manual shall explain the purpose and theory of the various subprocesses which may be incorporated into the overall plant. It shall include instructions for each subprocess operation and shall contain instructions for test or laboratory procedures which may be required to monitor the performance of the plant. The manual shall be suitable for use as an operational tool and a textbook to facilitate operator training. It shall conform to the requirements set forth by the Environmental Protection Agency covering such operation manuals, as well as meet the requirements of state and local agencies.

E. OTHER SERVICES

1. Prepare sufficient additional copies of approved plans, specifications, and bidding documents as are necessary for bidding and subsequent construction and, if requested by the OWNER, provide document mailing and pre-bid services.

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2. Furnish survey, mapping, and/or photogrammetric personnel and equipment required to obtain field information necessary to prepare satisfactory plans and specifications.
3. Furnish all personnel and equipment required to perform subsurface explorations necessary for determining geologic foundation and/or construction conditions.
4. Furnish legal descriptions of all easements, rights-of-way, and property required for the PROJECT.
5. Provide information to and assist legal, financial, or other consultants engaged for the PROJECT.
6. Provide assistance or complete service in the completion of the following elements and any others necessary to a state and/or federal grant offer on the PROJECT:
 - A. Submission of routine reports, other than for partial payments, required by state and/or federal grants.
 - B. Witness factory or field tests of equipment or facilities, and furnish the personnel and equipment required for such witnessing and report the results thereof to the OWNER.
7. Submit to the OWNER, upon completion of the work, two (2) sets of plans of record for the work, using information supplied by the on-site inspection personnel.
8. After completion of the PROJECT and acceptance from the construction contractor(s) by the OWNER, provide assistance and supervision as required to train the OWNER's personnel for operation and maintenance of the new facilities.
9. Provide two (2) bound copies of complete manufacturer's maintenance instructions for all mechanical equipment which may be installed as a part of the PROJECT or associated ancillary features. The maintenance instructions shall include lubrication schedules, recommended lubricants, recommended inspection or service procedures, instructions for disassembly and reassembly after repairs, and such other information as may be required to facilitate equipment maintenance.
10. Assist the OWNER, as requested, in preparation of industrial waste ordinances or regulations for controlling industrial waste discharges into the OWNER's sewerage system.

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11. Provide miscellaneous consulting and other services, not stipulated elsewhere in this agreement, when requested by the OWNER.
12. Provide Administrative Services during construction which are outside of the basic fee for FINAL DESIGN and SERVICES DURING CONSTRUCTION such as:

Meetings and negotiations with the contractor involving claims and legal complaints.

Additional work resulting from the delinquency or insolvency of the contractor; or as a result of damage to the construction project caused by fire, flood, earthquake or other acts of God, all exclusive of additional work resulting from litigation.

Processing change orders involving changes in approved designs which are not the result of the ENGINEER's actions.

Additional work resulting from strikes, walkouts, or other acts of trade or labor unions.

ARTICLE II.

As consideration for providing the services enumerated in ARTICLE I, the OWNER shall pay the ENGINEER:

1. For FINAL DESIGN SERVICES and SERVICES DURING CONSTRUCTION, as enumerated in ARTICLE I, the following lump sums are:
 - A. FINAL DESIGN SERVICES - \$195,000
 - B. SERVICES DURING CONSTRUCTION - \$40,000

A credit of Three Thousand Dollars (\$3,000.00) for previously completed PREDESIGN SERVICES directly related to the facilities to be designed shall be allowed. This amount shall be deducted from the final payment for SERVICES DURING CONSTRUCTION as prescribed in ARTICLE III.

2. For ON-SITE INSPECTION SERVICES, as enumerated in ARTICLE I, the amount of the ENGINEER's Salary Costs, as defined in ARTICLE IV, expended for the services, multiplied by a factor of 2.0, plus Two Hundred Twenty-Five Dollars (\$225.00) per month for living expenses, plus direct expenses in connection therewith and costs of moving the on-site inspection personnel to the PROJECT location at the beginning of the PROJECT and from the PROJECT location upon completion of the PROJECT.

3. For OPERATION AND MAINTENANCE MANUAL, enumerated in ARTICLE I, the lump sum of \$12,000.
4. For OTHER SERVICES, as enumerated in ARTICLE I, and for additional services not specifically provided for hereunder, the amount of the ENGINEER's Salary Costs, as defined in ARTICLE IV, expended for the services, multiplied by a factor of 2.3, plus direct expenses in connection therewith.

ARTICLE III.

Payment to the ENGINEER as prescribed in ARTICLE II is to be made as follows:

1. For FINAL DESIGN SERVICES and SERVICES DURING CONSTRUCTION, within 30 days after date of billing, the ENGINEER's estimate of the value of work accomplished during the month.
2. For ON-SITE INSPECTION SERVICES, within thirty (30) days after date of billing, the amount due, as prescribed in ARTICLE II, for such services rendered during the month.
3. For OTHER SERVICES, within thirty (30) days after date of billing, the amount due, as prescribed in ARTICLE II, for such services rendered during the month.

ARTICLE IV.

It is further mutually agreed by the parties hereto:

1. That, the ENGINEER will not begin work on any of the services listed in ARTICLE I until the OWNER directs him in writing to proceed. The City Administrator is to have authority to give such approval.
2. That, the OWNER shall make available to the ENGINEER all technical data in the OWNER's possession, including maps, surveys, borings, and other information required by the ENGINEER and relating to his work.
3. That, the estimates of cost for the PROJECT provided for herein are to be prepared by the ENGINEER through exercise of his experience and judgment in applying presently available cost data, but it is recognized that the ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so that he cannot warrant that the project construction cost will not vary from his cost estimates.
4. That, visits to the construction site and observations made by the ENGINEER as part of SERVICES DURING CONSTRUCTION shall not relieve the construction contractor(s)

of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the Contract Documents, and shall not relieve the construction contractor(s) of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Such visits by the ENGINEER are not to be construed as part of the inspection duties of the on-site inspection personnel defined in other parts of this Agreement.

5. That, the on-site inspection personnel will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day inspection will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
6. That, the ENGINEER's Salary Costs are defined as the amount of the wages or salaries of the ENGINEER's employees working on the PROJECT, plus thirty percent (30%) of such wages or salaries to cover all taxes, payments, and premiums measured by or applicable to such wages or salaries, such as, but not limited to, workmen's compensation insurance, social security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation, sick leave, and holiday pay.
7. That, the ENGINEER's direct expenses are defined as the costs incurred on or directly for the PROJECT, other than the Salary Costs (as defined hereinbefore). Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage at \$0.15 per mile when the ENGINEER's own automobiles are used, meals and lodging, laboratory tests and analyses, computer services, magnetic tape typewriter service, telephone, printing, binding, and multilith charges. When technical or professional services have been furnished by outside sources, as requested or approved by the OWNER, an additional five percent (5%) of the cost of these services shall be added for the ENGINEER's administrative and continuing PROJECT responsibilities.

8. That, the ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the OWNER's community, for the professional and technical soundness and accuracy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
9. That, when the OWNER directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to the ENGINEER shall be the payment specified in ARTICLE II for the FINAL DESIGN work to be constructed, plus, for the alternate designs prepared for work not constructed. Payment shall be as specified in ARTICLE II for OTHER SERVICES.
10. That, the OWNER shall pay for costs of personnel and equipment for test borings, subsurface explorations, or other investigations required for the determination of foundation and geologic conditions, for field tests of equipment or facilities, and shall pay for required bacteriological, chemical, mechanical, or other tests.
11. That, in soils investigation work and in determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The ENGINEER will perform this work in accordance with generally accepted soils-engineering practices and makes no other warranties, expressed or implied, as to the professional advice provided under the terms of this Agreement.
12. That, the ENGINEER is to furnish the on-site inspection personnel, field survey crews, and drilling crews.

That, in the event of the absence of on-site inspection personnel for more than three (3) days from the PROJECT because of accident, illness, or vacation, the OWNER shall pay one-half (1/2) the additional costs incurred by the ENGINEER in providing a replacement.
13. That, if the OWNER furnishes the on-site inspection personnel, qualifications of such personnel shall be subject to the review and approval of the ENGINEER. Such personnel also shall be subject to the direct control of the ENGINEER in matters relating to the PROJECT, and they shall follow the established procedures of the ENGINEER for PROJECT inspection as completely as they would if they were directly employed by the ENGINEER.

14. That, if payment of the amounts due as prescribed in ARTICLE II, or any portion thereof, is not made within the period specified in ARTICLE III, interest on the unpaid balance thereof will accrue at the rate of one percent (1%) per month and become due and payable at the time said overdue payments are made.
15. That, if any portion of the PROJECT covered by this Agreement and designed or specified by the ENGINEER shall be suspended, abated, abandoned or terminated, the OWNER shall pay the ENGINEER for the services rendered for such suspended, abated, abandoned or terminated work, the payment to be based insofar as possible on the amounts established in the Agreement or, where the Agreement cannot be applied, the payment shall be on the basis of the amounts for OTHER SERVICES, as prescribed in ARTICLE II.
16. That, the OWNER shall 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 shall secure the necessary land, easements, and rights-of-way.
17. That, if the engineering services covered in this Agreement have not been completed upon the expiration of a 30-month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of ARTICLE II (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
18. That, if written authorization to proceed with Final Design Services has not been received by the ENGINEER prior to February 1, 1976, the ENGINEER may, at his option, request a renegotiation of ARTICLE II (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services.
19. That, in the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the Court.

20. That, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the PROJECT, except suits or claims by third parties against the OWNER arising out of errors or omissions of the ENGINEER, the OWNER shall pay the ENGINEER for services rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on the basis of the amount of the ENGINEER's Salary Costs as defined in ARTICLE IV, multiplied by a factor of 2.5.
21. That, if time of construction is extended because of circumstances beyond the control of the ENGINEER, payments prescribed in ARTICLE II for SERVICES DURING CONSTRUCTION shall apply only through the period ending sixty (60) calendar days after the applicable completion date specified in the construction contract for the PROJECT. Payment for SERVICES DURING CONSTRUCTION extending beyond sixty (60) days after said specified completion date shall be paid for as OTHER SERVICES, as prescribed in ARTICLE II, except that this additional payment shall not apply to Items B1, B8, B9, and B10 listed under ARTICLE I. Payments to the ENGINEER for said extended SERVICES DURING CONSTRUCTION are to compensate the ENGINEER for the additional expense caused by disruption of work schedules, maintenance of personnel on a standby basis and preserving a readiness to serve more than sixty (60) days beyond the time contemplated in the construction contract.
22. That, this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
23. That, the OWNER, EPA, and the State will have access to the work whenever it is in preparation or progress and that the engineer will provide proper facilities for such access and inspection. The OWNER, Regional Administrator, and the Comptroller General of the United States, or any authorized representative also shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof. This right shall be limited to work done under time and materials, per diem, salary cost times a multiplier, and cost plus a fixed payment contracts or portions of contracts.

ARTICLE V.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

For CITY OF LEBANON
By Robert E. [Signature]
(Name) (Title) City Administrator
By St. [Signature] Project Manager
(Name) (Title)

Dated this 24th day of June, 1975.

For CH2M HILL, INC.