

A G R E E M E N T

BETWEEN THE CITY OF PORTLAND, OREGON, AND
JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.
CONCERNING CONSULTING ENGINEERING SERVICES TO THE CITY
FOR DESIGN OF WATER SYSTEM IMPROVEMENTS

THIS AGREEMENT, made and entered into this _____ day
_____, 1980, by and between the CITY OF PORTLAND, OREGON, here-
inafter referred to as "CITY" and JAMES M. MONTGOMERY, CONSULTING ENGINEERS,
INC., hereinafter referred to as "CONSULTANT" and whose business address is
7000 S. W. Hampton, Suite 215, Portland, Oregon 97223.

80 APR 9 9:28 AM '80
WATER ENGINEERS

WITNESSETH:

WHEREAS, the CITY has determined the need for a consulting engineer
to provide preliminary design engineering services, design engineering services,
support services during construction and administration of construction contracts
for the Washington County Supply Line - Phase IV.

WHEREAS, CONSULTANT has represented to the CITY that it has employed
duly licensed engineers and has available fully staffed engineering offices
skilled in the performance of providing the aforescribed services to the CITY,
and CONSULTANT agrees to provide the said services in a good and workmanlike
manner; and

WHEREAS, CONSULTANT is ready, willing and able to perform such services
as were outlined in the JMM proposal submitted on February 14, 1980 and indicated
in more detail in Article A below and desires to do so; and

WHEREAS, CITY wishes to obtain said services of said CONSULTANT.

NOW, THEREFORE, in consideration of the mutual agreements and cove-
nants hereinafter contained and subject to the terms and conditions hereinafter
stated, it is hereby mutually agreed and understood by the parties hereto as
follows:

A. SCOPE OF WORK

1. Preliminary Phase Engineering Services

- a. Review of overall supply line hydraulics and control.
- b. Identify alternative pipeline routes, review with City staff
and screen to three alternative routes for detailed analysis.
- c. For each alternative route, determine the probable number and
location of permanent and temporary construction easements
required and estimate the cost of easement acquisition.
- d. Conduct a utilities search to determine the presence and
location of utilities likely to affect the cost of the
project.

- e. Evaluate alternative pipe materials and prepare specific recommendations of materials to be utilized on the project. 149462
- f. Prepare a route impact analysis to evaluate the impact of the project on the Fulton Park and Burlingame community areas.
- g. Considering estimated project costs and community impacts, prepare a report recommending a final pipeline route and pipeline materials to be utilized.
- h. Prepare preliminary geotechnical investigation of the three alternative pipeline routes to establish in some detail the presence of cost effecting soils conditions.

2. Design Engineering Services

- a. Design a water transmission pipeline complete with all normal appurtenances such as blow-offs, air release valves, air-vacuum valves, access manholes, and isolation valves from a point on the west bank of the Willamette River to a point near the intersection of Bertha Boulevard and the Beaverton-Hillsdale Highway.
- b. Prepare plans, specifications and bidding documents for the project.
- c. Provide detailed construction cost estimate.
- d. Provide ground control for aerial surveys.
- e. Coordinate with utility owners in the project area to resolve relocation and protection measures required.
- f. Obtain required permits for construction of the project.
- g. Assist the City staff in preparation of and support during public meetings as required.
- h. Assist the City in easement acquisition by:
- preparing easement maps and legal descriptions
 - obtaining title reports for affected property
 - providing property surveys as required for easement acquisition
- i. Perform a corrosion survey of the final pipeline alignment to analyze soil resistivity, soil chemical constituents and the effects of present cathodic protection systems existing in the area on the corrosion potential to which the pipeline will be exposed.
- j. Prepare a geotechnical investigation to evaluate the presence of unstable and unsuitable soils, occurrence of rock and the values of E' (modulus of soil reaction) and recommend design provisions based on the evaluation including temporary construction slopes, special provisions for steep trench conditions, occurrence of rock, backfill, deep cuts near existing highway structures, etc.

- k. Prepare aerial based topographic surveys as required for pipeline design and drawing preparation.
 - l. Prepare appraisal reports for required easements utilizing a qualified appraiser familiar with the type of appraisal required.
 - m. Following approval of appraisal amounts, negotiate with property owners for required easements utilizing a qualified negotiator familiar with acquisition of public rights-of-way.
3. Construction Phase
- a. Answer questions and provide clarifications of specifications and drawings, issue addenda if necessary and assist in obtaining bids.
 - b. Assist in analysis of bids and provide recommendation on award.
 - c. Provide construction staking (alignment and cut stakes).
 - d. Provide review of shop drawings submitted by contractors for substantial conformity with the intent of the contract plans and specifications.
 - e. Provide visits by appropriate project team to the site of the work on an average of one visit per month.
 - f. Prepare construction progress estimates and make recommendations for progress and final payments to contractors.
 - g. Assist in final inspection and testing of pipeline.
 - h. Correct plans to show "as-built" conditions.
 - i. Attend meetings and negotiations with the contractors involving changes in the extent or amount of the contracts, or changes in the approved designs.
 - j. Review performance of contractors performing the work to see if the intent of the contract documents is being followed and recommend corrective action if necessary to obtain the work intended. Review reports on soil and concrete testing as required.
 - k. Process Change Orders.
 - l. Provide additional work resulting from the delinquency or insolvency of one or more of the contractors; or as a result of damage to the construction project caused by fire, flood, earthquake, or other acts of God.
 - m. Provide additional work resulting from strikes, walkouts, or other acts of trade or labor unions.

4. Additional Services (if requested)

- a. Provide mill and shop inspection of manufactured and fabricated items.
- b. Provide detailed daily field inspection by qualified personnel during construction.
- c. Provide visits by appropriate project team to the site of the work in addition to those described in paragraph A-3e, when such additional visits have been agreed upon by the parties to the contract as being necessary or desirable.
- d. Provide soils and concrete cylinder testing as required during construction.
- e. Make changes to the approved plans and specifications beyond the mere clarification of design details included in paragraph A-3a.
- f. Prepare designs to provide for alternative bid items which are not considered under the construction contract on which the fee is based.
- g. Prepare work resulting from significant changes in plans or specifications made at the direction of the City after acceptance of the preliminary design.
- h. Provide any other item of work not specifically mentioned above, not reasonably defined as preliminary or design engineering services.

B. CITY-FURNISHED SERVICES

1. Preparation of Ordinances required to initiate work and award contracts and to accept easements.
2. Provide guidelines for accomplishments of objectives.
3. Discuss with consultant to decide on project alternatives.
4. Provide details of design of other phases of water supply line which could reasonably affect overall system hydraulics including:
 - details of pipe linings on each of the other segments of the supply line
 - pipeline profiles and alignment details
 - location of system appurtenances such as blow-offs, air release valves, vacuum relief valves, isolation valves, etc.
 - location of system outlets and outlet controls

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5. Provide existing hydraulics data and design flow projections
6. Provide topographic maps for use during the preliminary project phase.
7. Pay for title reports required for easement acquisition activities.
8. Assist in obtaining access to private property for preliminary phase investigations and surveys.
9. Provide assistance in obtaining permits from other local City, State and Federal agencies including payment of fees.
10. Prepare the construction contract.
11. On-site inspection on a daily basis and written daily inspection reports.
12. Contract liaison with consultant's project manager and inspection team.

C. FEES AND PAYMENT

1. Summary of estimated total fee:

Preliminary Phase Services

Basic Services (Tasks A-1a through A-1g)	\$50,000
Outside Services (Task A-1h)	<u>14,940</u>
Subtotal	\$64,950

Design Engineering Phase*

Basic Services (Tasks A-2a through A-2g)	92,000
Outside Services (Tasks A-2i through A-2k)	53,705
Easement Acquisition Services (Tasks A-2h, A-2l and A-2m) Budgetary Estimate only	<u>20,550</u>
Subtotal	\$166,255

Construction Phase

Basic Services (Tasks A-3a through A-3m)	<u>30,000</u>
	\$261,205

*Budgetary estimates only for Basic Services Task A-2h and Outside Services Tasks A-2l and A-2m are included since the extent of services is indefinite particularly prior to establishing pipeline route.

2. Payment

- a. The fee for Design Engineering Basic Services (Tasks A-2a through g) shall be based on a lump sum of \$92,000. Payment of the fee shall be due within 30 days after date of monthly statement.

- b. Due to the unknown factors involved with the easement acquisition and construction phases of the work, it is difficult to ascertain the exact amount of manpower that will be required. However, it is recommended that \$20,550 be budgeted for Tasks A-2h, A-2l and A-2m and \$30,000 be budgeted for Construction Phase Services (Tasks A-3a through m) and this amount shall not be exceeded without prior written authorization from the City.

No attempt has been made to estimate the total fees relating to Additional Services (Tasks A-4a through h). If the City elects to have Consultant provide any of the Additional Services, the estimated contract amount shall be increased accordingly.

The fee for Preliminary Phase Services (Tasks A-1a through A-1g), Design Engineering Services (Task A-2h), Construction Phase Services (Tasks A-3a through A-3m), and Additional Services (Tasks A-4a through A-4h) shall be based on salary costs plus 135% of said salary costs. The elements of salary costs are defined on pages 24 and 25 of the 1975 edition of the manual No. 45 of the American Society of Civil Engineers, and for the purpose of this project, salary costs are defined as 1.30 times actual payroll. Travel costs shall be charged in accordance with established Engineers' Policy, and direct non-salary expenses attributable to the project as described on pages 25 and 26 of said ASCE Manual shall be charged at actual cost plus 15% service charge. Per diem for long term specialized personnel approved by the City, such as resident engineers or inspectors for construction monitoring shall be in accordance with established Engineer's Policy.

One hundred copies of specifications with reduced plans for bidding purposes plus all required preliminary and final full scale drawings and specifications required for City design review will be provided as a part of Design Engineering Basic Services.

All other required copies of the specifications and full-scale drawings, and specifications with reduced drawings bound therein shall be furnished at actual cost of all identifiable printing, reproduction and binding costs.

Fees for Outside Services included in Tasks A-1h, A-2i through A-2k and A-4d shall be based on actual cost plus 15%. Fees for Outside Services included in Tasks A-2l and A-2m shall be based on actual cost plus 5%.

D. TIME TO COMPLETE

The work shall be commenced immediately upon receipt of notice to proceed. The preliminary phase report shall be submitted for review to the City staff within 90 days following receipt of said notice. Upon approval of the preliminary report, the Design Engineering Services shall begin. Construction plans and specifications shall be submitted to the City within 240 days following approval of preliminary design.

E. MISCELLANEOUS PROVISIONS

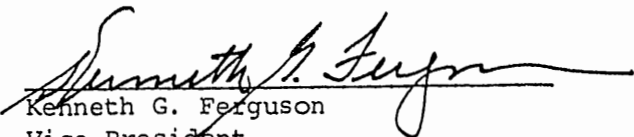
1. **BOOKS OF ACCOUNT.** Consultant shall maintain books of account of payroll costs, travel, subsistence, field and incidental expenses. Said books shall be available at all reasonable times for examination by the City at the Pasadena office of the Consultant. Consultant shall make certified copies of requested books of account available to the City in the Portland, Oregon office, upon request of the City.
2. **INSURANCE**
 - a. The Consultant shall maintain insurance as will protect the City from claims under the Workmen's Compensation Laws and from General Liability claims for bodily injury, or death, or property damage which may arise from the negligent performance by its employees in the functions and services required under this Agreement.
 - b. Consultant further agrees to maintain Professional Liability insurance to protect the City from Consultant's negligent acts, errors or omissions of a professional nature; however, it is understood and agreed that the total aggregate of Consultant's professional liability to all parties (client, contractor and subcontractors) related to this Agreement and the ensuing work thereunder shall not exceed \$300,000.00.
3. **TITLE.** It is understood and agreed that copies of all calculations, drawings and other documents developed for the project shall become the property of the City.
4. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by the City, then the provisions of paragraph C in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination.
5. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the contract shall be made without written consent of the parties to the Agreement.
6. **JURISDICTION.** This agreement shall be governed, as to validity, interpretation and performance, by the laws of the State of Oregon. Consultant hereby consents to the jurisdiction of the courts of the State of Oregon and to the commencement and maintenance in the State of Oregon by City or any third party of any suit, action or proceeding based on any claim arising out of or in connection with Consultant's work under this agreement. In the event that Consultant is a corporation, but not an Oregon corporation, Consultant shall obtain a certificate of authority to do business in the State of Oregon from the Corporation Commissioner of the State of Oregon before entering

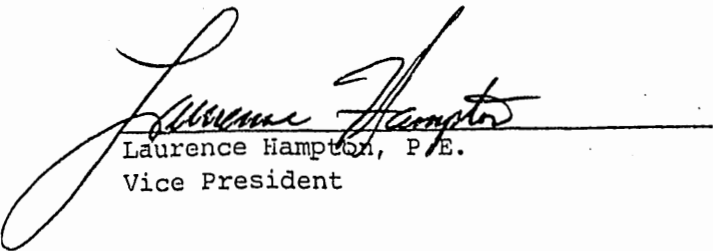
into this Agreement. If such certificate is not obtained by Consultant, however, at the time it enters into this Agreement, then Consultant hereby appoints the Corporation Commissioner of the State of Oregon as Consultant's agent for service of process in connection with Consultant's work under this agreement.

7. ATTORNEY'S FEES. If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorney's fees to the party justly entitled thereto. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
8. SUBCONTRACTORS. The Consultant shall utilize subcontractors acceptable to the City and shall therefor submit for approval to the City all subcontractors proposed to be utilized on the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JAMES M. MONTGOMERY,
CONSULTING ENGINEERS, INC.


Kenneth G. Ferguson
Vice President


Laurence Hampton, P.E.
Vice President

ACCEPTED BY:

CITY OF PORTLAND, OREGON

Mayor

Commissioner of Public Utilities

APPROVED AS TO FORM:

ORDINANCE NO. 149462

An Ordinance authorizing an agreement with the firm of James M. Montgomery, Consulting Engineers, Inc., for professional services, in the amount of \$261,205.00, in connection with the Washington County Supply Main project, Phase IV, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That construction of that portion of the Washington County Supply Main known as Phase IV is required, and the best way to expedite the design engineering is to employ the services of a Consulting Engineer.
2. That the firm of James M. Montgomery, Consulting Engineers, Inc., 7000 S.W. Hampton Street, Suite 215, Portland, Oregon 97223, was selected to perform the necessary professional services for preliminary engineering, final design, and services during construction for the project.
3. That the selection was made upon the recommendation of a Consultant Selection Committee established in accordance with Chapter 5.68 of the City Code, Consultant Service Contracts, and that the selection was subsequently approved by the Water Bureau Administrator.
4. That the cost of the services necessary for completion of this project engineering is \$261,205.00.

NOW, THEREFORE, the Council directs:

- a. The Auditor and Commissioner of Public Utilities are hereby authorized to enter into an agreement with the firm of James M. Montgomery, Consulting Engineers, Inc., to provide the above stated professional services substantially in accordance with the agreement attached to the original only of this Ordinance, marked Exhibit "I" and by this reference made a part hereof.
- b. The work herein shall be charged to the 1979-80 and 1980-81 budgets, Water Fund, Bureau of Water Works, BUC No. 18600374, Project No. 3411, Object Code No. 210.

ORDINANCE No.

c. The Mayor and Auditor hereby are authorized to draw and deliver warrants payable to James M. Montgomery, Consulting Engineers, Inc., for professional services rendered in accordance with the agreement attached hereto, when demand is presented, approved by the proper authorities.

Section 2. The Council declares that an emergency exists because a delay in proceeding with the project will result in increased project cost to the City; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Ordinance No. 100000

ORDINANCE NO. 100000

DATE

APR 11 1980

APR 11 1980

ORDINANCE NO. 100000

Passed by the Council, APR 16 1980

Commissioner Ivancie
F. Whitfield:ij
April 11, 1980
BUC 18600374

Attest:

James M. Montgomery
Mayor of the City of Portland

Serge Zelenski
Auditor of the City of Portland

Calendar No. 1310

ORDINANCE No. 149462

Title

An Ordinance authorizing an agreement with the firm of James M. Montgomery, Consulting Engineers, Inc., for professional services, in the amount of \$261,205.00, in connection with the Washington County Supply Main project, Phase IV, authorizing the drawing and delivery of warrants, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
COMMISSIONER IVANCIE

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>FJIMK</i>
Works

BUREAU APPROVAL
Bureau: WATER WORKS
Prepared By: F. Whitfield/ij Date: April 11, 1980
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>[Signature]</i> Carl Goebel, Administrator

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>

Filed APR 11 1980

GEORGE YERKOVICH
 Auditor of the CITY OF PORTLAND

By *[Signature]*
 Deputy