



ENGINEERING SERVICES AGREEMENT

LENTS STREET IMPROVEMENTS PROJECT (DISTRICT II)

CITY OF PORTLAND, OREGON

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ENGINEERING SERVICES AGREEMENT

This agreement made by and between the CITY OF PORTLAND, OREGON hereinafter called the CITY and the firm of ZAROSINSKI-TATONE ENGINEERS, INC. hereinafter called the ENGINEER, WITNESSETH that the CITY desires to commission the design, preparation of plans and specifications and construction inspection services for the construction of approximately 2.4 miles of residential streets in the Lents area of southeast Portland, referred to as "LENTS STREET IMPROVEMENTS PROJECT (DISTRICT II)", hereinafter called the PROJECT.

NOW THEREFORE, The CITY and ENGINEER for the considerations herein-after set forth, agree as follows:

1. General(a) Authorization to Proceed:

Upon receipt of the CITY'S written notification to begin, the ENGINEER shall commence work on the PROJECT.

(b) Supervision

All work specified in this agreement shall be done under the general supervision of the Project Manager, Bureau of Street and Structural Engineering.

(c) Completion of Work:

Unless it is mutually agreed, in writing, to extend the time or change the scope of the work the various items of work under this CONTRACT shall be completed in the following time periods, commencing from receipt of CITY'S written authorization to proceed:

- (1) Final contracting documents including plans, specifications and estimates - 150 calendar days.
- (2) All remaining work - 30 days after the final inspection of the longest part of the PROJECT.

2. THE ENGINEER AGREES to perform the following Engineering services for the PROJECT:

(a) General

The ENGINEER shall serve as the CITY'S professional representative in the design and the supervision of construction of the PROJECT, and shall give consultation and advice to the CITY during the performance of his services.

ENGINEERING SERVICES AGREEMENT(1) Copyright or Patent Infringement:

The ENGINEER shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the CITY from loss or damage resulting therefrom, providing however, that the CITY within five (5) days after receipt of any notice of infringement or of summons in any action thereof shall have forwarded the same to the ENGINEER in writing.

(2) Insurance:

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workman's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement.

b. Basic Services of the ENGINEER:I. Design Services

The ENGINEER shall prepare complete general and detailed plans and specifications for construction, and detailed breakdown of estimated quantities and costs of items of work and materials, for the improvements as described above. All design shall conform to the City of Portland requirements and standards, and shall be performed by a professional ENGINEER licensed to practice in the State of Oregon. All final plans submitted to the CITY shall have the professional ENGINEER'S stamp affixed and signed. Design services shall include:

1. Preparation of plat information on preliminary plans and furnishing of one (1) set of prints to the CITY. The CITY will add utility research information to the prints and return them to the ENGINEER for transferring to preliminary plans. Plat information is to be submitted on a piecemeal basis as they are completed to facilitate utility coordination.
2. Coordinating the design improvements with any necessary utility relocations, including Water Bureau adjustments.

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3. Providing information as may be required for adhering to Federal grant regulations.
4. Meeting with CITY staff and other private or public agencies or private individuals when requested for consultation or conferences regarding the design of the PROJECT. Being receptive to citizens' concerns, and being available for a maximum of five (5) evening design meetings with citizens.
5. Submission of written monthly progress reports which include statements of work completed, findings or conclusions, delays encountered, schedule revisions, or work modifications.
6. Preparation of preliminary plans, profiles and specifications for street improvements. Incorporation of all storm drainage percolation sump designs as supplied by the CITY into the street improvements plans. Plans will be prepared at 1" = 20' horizontal scale and at a vertical scale which adequately illustrates changes in vertical alignment.
7. Furnishing copies of completed preliminary plans and profiles for CITY review; minimum sixteen (16) prints and one (1) reverse sepia of plans. Plans and profiles shall be submitted on a piecemeal basis as they are completed to facilitate design reviews.
8. Preparation of final plans and specifications in accordance with CITY standards and requirements. Incorporation of final plans and specifications into one or more bid packages as directed by the CITY. Final plans and profiles shall be prepared in ink on mylar sheets supplied by the CITY.
9. Preparation of detailed quantity and cost estimates of items of work and construction materials.
10. Furnishing of copies of final plans, specifications and estimates for final CITY review and approval; minimum twelve (12) prints and three (3) specifications shall be submitted.
11. Preparation of a basic construction schedule to show phasing of improvements and how all the construction work can be completed within the time requirements.

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12. Furnishing of sufficient copies of the final plans and specifications for public hearings, bidding and for construction of the PROJECT; minimum twenty (20) full size sets and sixty (60) half size sets of plans together with sixty (60) sets of specifications.
13. Assisting the CITY in conducting three (3) public hearings on the improvements.
14. Assistance to the CITY in conducting a pre-construction meeting with the Contractor(s).
15. The placing of street addresses of each house and business on the plans.
16. The placing of traffic control signing, both interim and permanent, on the plans.
17. The taking, logging and identifying of the photographs of each house or business as well as each street intersection for use in design and meetings and furnishing the CITY with a complete set.
18. The furnishing of an aerial base map, of the entire PROJECT on a scale of one inch equals fifty feet (1"=50') for use in public meetings.

II. Construction Services

Subject to the terms of the Supplemental Agreement described in Article 5.g., the ENGINEER shall provide inspection services on behalf of the CITY, of construction work on improvements as described above, to determine if the work is proceeding in accordance with the intent of the contract documents. Inspection services shall include:

1. Furnishing of inspection personnel as necessary to keep the CITY informed of the progress of construction work, to prevent defects and deficiencies in work of the construction contractor(s), and to recommend to the CITY the rejection of work or materials that fail to conform to contract documents. It is anticipated that one(1) full time inspector will be required for this PROJECT.

The inspector shall work under the overall direction of the CITY Construction Coordinator and will report directly to said individual for questions on the interpretation of plans and specifications.

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2. Providing survey field notes indicating measurements and computations for quantities on all pay items. The ENGINEER shall also provide miscellaneous construction surveying services as needed to supplement surveying services supplied by the CITY. Such services may include driveway profile adjustments and occasional construction stake replacement.
3. Meetings with representatives of the CITY, utilities, construction contractor(s) and property owners when requested for consultation or conferences regarding the design or construction of the PROJECT.
4. Working with property owners, the construction contractor and the CITY to ensure minimum disruption of access and parking. Ensuring that the construction contractor provides affected property owners and/or tenants with adequate notice regarding driveway closures and shrubbery removals, and at least twenty four (24) hours notice prior to erecting traffic barricades.
5. Providing the CITY with all material test results, including number of failing samples, corrective action taken and recommended further action with respect to acceptance or rejection of work.
6. Assisting the CITY in investigating and evaluating the contractors' claim and request for changes in plans, specifications, extra compensation and time delays.
7. Assisting the CITY in preparing contract change orders as required.
8. Preparing daily construction progress and inspection reports, some of which shall be recorded on standard summary sheets provided by the CITY.
9. Preparing monthly estimates of quantities of work performed and materials delivered on standard CITY forms, securing the contractor's concurrence and submitting to the CITY.
10. Preparing deduction penalty for out of specification in place asphaltic concrete, if any.
11. Conducting pre-final inspections of construction and preparing lists of items to be corrected.
12. Assisting the CITY in making final inspections.

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13. Preparation of final reproducible as-built plans following completion of construction.

c. Additional Services of the ENGINEER

When requested, in writing, by the CITY, the ENGINEER shall provide or arrange for services not covered by 2b. (Basic Services). Such services may be in the form of work by the ENGINEER, work by technical or professional sources outside the employ of the ENGINEER and/or exhibits, sets of documents or other items over and above those in 2.b. Examples of additional services might be:

1. Materials sampling and testing in accordance with City of Portland, AASHTO or ASTM standard specifications to provide the ENGINEER with information which allows him to ensure adequate quality control of subgrades, bases, asphalt concrete and Portland Cement Concrete.
 2. Soils sampling and testing in accordance with standards in one (1) above to provide information for street design purposes.
 3. Surveying for legal descriptions and preparation of legal descriptions to establish new rights of way, for easements, dedication or other uses.
 4. Supplying contract documents, or other exhibits not included in basic services.
 5. Miscellaneous design surveying services as needed to supplement surveying supplied by the CITY.
 6. Other miscellaneous or unforeseen services.
3. THE CITY AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:
- a. The CITY shall endeavor to make provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT. If the CITY is unable to secure permission for such entry, the ENGINEER shall be notified.
 - b. The CITY shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions.

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- c. The CITY shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT, and pay all costs incident thereto.
- d. The CITY shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incident thereto.
- e. Furnish normal design surveying information, including reproductions of survey field notes, for use in preparing plans and specifications.
- f. Furnish any other readily available information regarding previous surveys, maps, plans, and specifications for existing facilities within or adjacent to the PROJECT.
- g. Provide the number, location, and design of all required storm drainage percolation sumps for incorporation by the ENGINEER into the street improvement plan.
- h. Furnish mylar plan and plan/profile sheets with printed border and title block for use in preparing plans.
- i. Provide assistance in the preparation of cost estimates.
- j. Furnish normal construction surveying services.
- k. Perform necessary functions to administer this contract.
- l. Provide the ENGINEER with one clear set of standard pages of all Federal, State and/or CITY forms to be included in the documents produced by the ENGINEER.
- m. Perform necessary functions to administer construction contracts, including authorizing change orders and progress payments.
- n. Furnish normal utility coordination.
- o. Provide assistance to the ENGINEER'S inspection personnel on such matters as interpretation and intent of plans and specifications, and negotiations with contractors regarding change order adjustments of quantities and agreed prices.

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- p. Assist the ENGINEER and contractors on property owner contacts.
- q. Monitor progress of work.
- r. Perform any required contractor interviews.
- s. Review and approve all preliminary and final plans and specifications, schedules, inspection reports, test results, and other data which may be submitted.
- t. Perform the final inspection, issue the final payment, and accept improvements.
- u. The CITY shall designate in writing in this AGREEMENT a single person to be known as the Project Manager, who shall act as CITY'S REPRESENTATIVE with respect to the work performed under this AGREEMENT. The Project Manager shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

4. The CITY'S Payments to the ENGINEER:a. General

- (1) Payments Withheld from Contractors: No deduction shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages, or other amounts withheld from payments to CONTRACTOR'S.
- (2) Abandoned or Suspended Work: If any work performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with any terminal expense resulting therefrom and including reasonable profit.
- (3) Progress Payments: Once each month, the CITY shall pay the ENGINEER for professional services performed under Articles 2.b. and 2.c. of the Agreement in proportion to services performed during the period.

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b. Payments for Basic Design Services of the ENGINEER:

The CITY shall pay the ENGINEER, for the basic services described in Article 2.b.I. of this Agreement, the lump sum amount of Sixty One Thousand Five Hundred Dollars (\$61,500.00). Said lump sum amount shall be paid in the form of partial monthly payments with each payment reflecting the proportion of the design services completed during the preceding month.

c. Payments for Basic Construction Services:

Unless the CITY chooses to perform the construction services set forth in Article 2.b.II. of this Agreement, they shall be performed by the ENGINEER. If the ENGINEER performs the construction services, the CITY shall pay the ENGINEER an amount according to a method mutually agreed upon by the CITY and the ENGINEER in a supplemental agreement to this document to be executed prior to the award of a construction contract(s). It is mutually understood that the terms of this Agreement shall remain in full force and effect unless altered by the above referred Supplemental Agreement.

d. Payments for ENGINEER'S Additional Services:

The CITY shall pay the ENGINEER, for Additional Services described in Article 2.c. of this Agreement on a monthly basis. For the ENGINEER'S personnel the amount paid by the CITY shall be based upon the hourly "Schedule of Fees" marked "Exhibit A" and attached hereto and the actual number of hours for the listed classifications as certified, in writing, by the ENGINEER. For the services of outside technical organizations such as materials and soils testing, the amount paid by the CITY shall be based on the written statement from such organization received by the ENGINEER and signed by the ENGINEER. For additional printing, documents, exhibits, supplies or other items, the ENGINEER shall be reimbursed at cost.

5. THE CITY AND ENGINEER FURTHER AGREE to the following conditions:

a. Ownership of Documents

Drawings, specifications, reports, surveys, manuals or other documents produced under this Agreement shall be the property of the CITY. The original drawings and survey notes shall become the property of the CITY after completion of the PROJECT or termination of this Agreement. Copies of reports, calculations, and other pertinent data will be delivered to the CITY.

ENGINEERING SERVICES AGREEMENTb. Subcontracts:

ENGINEER shall be entitled, to the extent determined appropriate by the ENGINEER, to subcontract any portion of the work to be performed under this PROJECT, subject to an overall limitation of 50 percent of the work of the ENGINEER under this Agreement, based on the amount of the total contract price attributable to such subcontracted work, and subject to the prior written consent of the CITY. Subcontractor approved as of the date of this Agreement, and the work to be performed is as follows:

<u>Subcontractor</u>	<u>Description of Work</u>
Pittsburgh Testing Laboratory	Laboratory testing of materials and field testing as necessary.

Approval from the CITY will be obtained for any other subcontractors proposed to be utilized in the performance of this Agreement.

The ENGINEER shall be responsible to the CITY for the actions of persons and firms performing subcontract work.

c. Termination:

This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due, plus terminal expense.

d. Arbitration:

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the rules of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration law and judgement upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

e. Notification:

Except in cases of emergency, each party shall give the other at least 24 hours' notice of meetings, appointments, need for replacing stakes and other commitments found to be necessary for the proper conduct of work.

ENGINEERING SERVICES AGREEMENTf. H.C.D. Requirements

It is understood that the PROJECT is being partially funded by a Federal Housing Community Development (HCD) Program and that certain statements are required to meet the Federal regulations. Said requirements shall be made available to the ENGINEER by the CITY.

g. Supplemental Agreement:

It is mutually understood by the CITY and the ENGINEER at the time of executing this Agreement, that the CITY by force account, and/or the ENGINEER will perform those construction services described in Article 2.b.II. Prior to the letting of a contract(s) for construction of the PROJECT the CITY shall determine those construction services which will be performed by the ENGINEER. If the ENGINEER is to provide any or all of the construction services the CITY and the ENGINEER shall negotiate and enter into an Agreement which is supplemental to this document at the time the above decision is made. The Supplemental Agreement shall set forth the work to be performed by the ENGINEER, the method and the amount of compensation to be paid the ENGINEER by the CITY for such services. Those terms and provisions of this Basic Agreement, not altered by any such Supplemental Agreement, shall remain in full force and effect.

6. Successors and Assigns:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the CITY and the ENGINEER respectively and his partners, successors, assigns and legal representatives. Neither the CITY nor the ENGINEER shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

EXHIBIT "A"
SCHEDULE OF FEES
 FOR
ADDITIONAL
ENGINEERING SERVICES

Project Director	50.00/Hour
Project Coordinator	35.00/Hour
Design Engineer - Registered	30.00/Hour
Drafting	22.50/Hour
** Construction Inspector	25.00/Hour
* Surveying	
4-person Crew	75.00/Hour
3-person Crew	60.00/Hour
2-person Crew	45.00/Hour
Secretarial Work	10.00/Hour

Non-salary job-related expenses charged to client at cost.

** This rate includes transportation, mileage and equipment with two way radio furnished and installed by the City.

* This rate includes all equipment, mileage and materials for supplemental surveying as described in Section 2. b. II. 2. on page 5 of this Agreement.

ENGINEERING SERVICES AGREEMENT
LENTS STREET IMPROVEMENTS PROJECT (DISTRICT II)

BETWEEN

THE CITY OF PORTLAND, OREGON

AND

ZAROSINSKI-TATONE ENGINEERS, INC.

IN WITNESS WHEREOF the parties hereto have made and excuted this AGREEMENT this _____ day of _____, 1980.

CITY OF PORTLAND, OREGON

ZAROSINSKI-TATONE ENGINEERS, INC.

BY: _____

BY: _____

Commissioner of Public Works

Ronald G. Tatone

Auditor

Secretary - Treasurer
3737 S.E. Eighth Avenue
Portland, Oregon 97202
Phone 235-8795

APPROVED AS TO FORM

Christopher P. Thomas
CITY ATTORNEY

CITY'S PROJECT MANAGER

DONALD L. COVILLE, P.E.
ROOM 618, 621 S.W. ALDER STREET
PORTLAND, OREGON 97205
(503) 248-4651

ORDINANCE NO. 150022

An Ordinance authorizing the City to enter into an agreement with Zarosinski-Tatone Engineers, Inc., for a lump sum of \$61,500, to provide consulting engineering services for the Lents Street Improvements Project (District II) for the Department of Public Works, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the Department of Public Works finds it desirable to obtain consulting engineering services for street design and construction inspection for the Lents Street Improvements Project (District II).
2. That Zarosinski-Tatone Engineers, Inc., is able and willing to perform such engineering services, and has been recommended by the consultant selection committee.
3. That a proposed agreement has been negotiated with Zarosinski-Tatone Engineers, Inc. which provides for specific design services at a lump sum fee of \$61,500, and which provides for future negotiation and Council action on a supplemental agreement to specify the extent and scope of work and fee for construction inspection service.
4. That the Bureau of Street and Structural Engineering FY 1980-81 budget provides funding for consulting engineering design services.

NOW, THEREFORE, the Council directs:

- a. The Auditor and Commissioner of Public Works are hereby authorized to enter into an agreement with Zarosinski-Tatone Engineers, Inc., for a lump sum of \$61,500, for consulting engineering services for the Lents Street Improvements Project (District II), such agreement to be substantially in accordance with the form of agreement attached to the original of this Ordinance, and by this reference made a part hereof.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the Bureau of Street and Structural Engineering, RU 159, Object Code 210, when demand is presented, approved by the proper authorities.

Calendar No. 2567

ORDINANCE No. 150022

Title

An Ordinance authorizing the City to enter into an agreement with Zarosinski-Tatone Engineers, Inc., for a lump sum of \$61,500, to provide consulting engineering services for the Lents Street Improvements Project (District II) for the Department of Public Works, authorizing the drawing and delivery of warrants, and declaring an emergency.

(Dist. 70 C-9314)

Filed JUL 10 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

George Yerovich
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Commissioner Mike Lindberg

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

BUREAU APPROVAL
Bureau: Street & Structural Engineering
Prepared By: <i>Larry Nordholm</i> Date: 7-7-80
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>David J. Vargas</i>
David J. Vargas, Acting Chief

NOTED BY
City Attorney
City Auditor
City Engineer APPROVED: <i>John M. Lang</i>