

MAY 28 10 52 AM 1981

GEORGE YERKOVICH, AUDITOR
CITY OF PORTLAND, ORE.

ACCEPTANCE

BY _____

Portland, Oregon, May 27 1981

GEORGE YERKOVICH
Auditor of the City of Portland,
Room 202, City Hall
Portland, Oregon 97204

Dear Sir:

This is to advise the City of Portland, Oregon, that I hereby accept the terms and provisions of Ordinance No. 151637, passed by the Council May 27, 1981, amending Contract No. 18028, as previously amended by Ordinance No. 148661, between the City and CH₂M Hill, Northwest, Inc., to include the scope of work and fee schedule for Final Design Services, for an amount not to exceed \$669,800, providing for acceptance, and Exhibit A thereof,

and in consideration of the benefits to be received thereunder by me I hereby agree to abide by and perform each and all of the terms and provisions thereof applicable to me.

Very truly yours,

CH₂M HILL, NORTHWEST, INC.[CORPORATE
SEAL]*  __________
AddressApproved ~~AS TO FORM~~ AS TO FORM

CITY ATTORNEY

*When an acceptance is required from a firm or corporation the Acceptance must be signed by an officer of the firm or corporation stating his or her official title, and corporations must affix the corporate seal.

EXHIBIT A
AMENDMENT NO. 2
TO
AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE
CITY OF PORTLAND
FOR
SEWERAGE FACILITIES

This Amendment covers changes and additions to the subject Agreement (Contract Number 18028) dated July 20, 1979, to reflect changes in effort since the original agreement was executed. The changes and additions are listed below and the Amendment shall become effective upon approval by both CH2M HILL and the City of Portland.

The following changes and additions shall apply to the subject Agreement:

Article 1

Delete Paragraph B in its entirety and substitute the following:

B. FINAL DESIGN SERVICES

1. Mechanical Dewatering Facilities Design Scope
 - a. Prepare plans and specifications for the replacement of the existing vacuum filters with mechanical belt presses. The design shall include necessary modifications to the existing structural mechanical, electrical, and instrumentation systems.
 - b. Prepare plans and specifications for the addition of the necessary piping and pumping to the sludge lagoon from the solids handling building.
 - c. Prepare estimates for Article 1.B.1.a and 1.B.1.b above, in accordance with Article 4.C.
 - d. Meet with representatives of the Owner when requested and necessary for consultation or conferences in regard to design of the project. Any public information program or other activities

associated with public awareness, acceptance, or adoption of the project are distinguished from and not a part of this item, shall be furnished under Article 1.E, OTHER SERVICES.

- e. Furnish engineering information for and assist in the preparation of proposal forms, notice to bidders, contracts and bonds to be combined with the plans and specifications into Contract Documents for review and approval by the Owner and the governmental agencies having jurisdiction.
- f. Furnish 50 copies of each set of Contract Documents required for purchasing major equipment packages.
- g. Furnish 150 copies of each set of Contract Documents required for construction. Furnish the owner one complete set of reproducible mylar drawings.
- h. Engineering Services During Equipment Prepurchase
 - (1) Provide assistance in securing bids
 - (a) Interpret plans and specifications during bidding
 - (b) Prepare addenda as necessary
 - (2) Interpret plans and specifications. Evaluate requests to deviate from designs or specifications.
 - (3) Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the supplier is required to submit for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
 - (4) Analyze bid results and recommend contract awards. (Work involved in the resolution of bidding irregularities, bidder appeals, or in achieving requirements related to minority supplier shall be accomplished under Article 1.E, OTHER SERVICES.)

- (5) Upon delivery of equipment, inspect and assist in preparation of a report of deficiencies in fulfillment of equipment contract.

2. Sonic Dehydration Evaluation Scope

- a. Consult with the Owner and the sonic dehydration equipment supplier to develop test procedures to be followed during the evaluation.
- b. Observe testing is accomplished in accordance with the methods developed above in Article 1.B.2.a.
- c. Prepare recommendations and conclusions based on our observations, and the test results provided by the sonic dehydration equipment supplier.
- d. Present recommendations and conclusions to the City staff in the form of a letter report. Provide 25 copies of the report.

3. Sludge Facility Plan Amendment Scope

- a. Following completion and favorable acceptance by the City of the sonic dehydration evaluation, investigate the environmental ramifications of using the sonic dehydration to dry the City's waste sludge. Evaluation of this alternative shall be conducted similar to the other alternatives' evaluations contained in the facility plan dated March 31, 1977.
- b. Write a letter report to amend the initial facility plan and present it to the City staff.

- c. Provide 25 copies of the report to the City (work involved in the participation and coordination of public participation shall be accomplished under Article 1.E, OTHER SERVICES.

4. Sonic Dehydration Facility Design Scope

This final design work scope and corresponding work effort required shall be reevaluated and redefined immediately prior to commencing the final design effort, and at appropriate milestones during design. The Design cost estimate and fixed fee contained in Article 2.B.4 shall also be reevaluated and redefined at the same times.

This reevaluation and redefining is required due to the fact that the equipment contemplated to be utilized has heretofore not been used in this application and detail design factors may require further resolution.

- a. Following completion and favorable acceptance by the City, of the sonic dehydration evaluation, prepare plans and specifications for the construction of the sonic dehydration facility.
- b. Soils evaluation shall be conducted by review of previous soil reports provided by the City. If further soil investigations are required, they shall be accomplished under Article 1.E, OTHER SERVICES.
- c. Prepare estimates of construction cost in accordance with Article 4.C.
- d. Furnish engineering information for and assist in preparation of proposal forms, notices to bidders, construction contracts and bonds to be combined with the plans and specifications into Contract Document packages for review and approval by the Owner and the governmental agencies having jurisdiction.
- e. Furnish 50 copies of each set of Contract Documents required for prepurchasing major equipment packages.

- f. Furnish 150 copies of plans, specifications, and contract documents for required Owner and regulatory agency approvals. Furnish the Owner with one set of reproducible plans.
- g. Meet with representatives of EPA and the Oregon Department of Environmental Quality and the Owner when requested and necessary for consultation of conferences in regard to design of the Project. Any public information program or other activities associated with public awareness, acceptance, or adoption of the Project are distinguished from and not a part of this item, but shall be furnished under ARTICLE 1.E, OTHER SERVICES, if required.
- h. Engineering Services During Equipment Prepurchase
 - (1) Provide assistance in securing bids
 - (a) Interpret plans and specifications during bidding
 - (b) Prepare addenda, as necessary
 - (c) Analyze bid results and recommend contract awards. (Work involved in the resolution of bidding irregularities, bidder appeals, or in achieving requirements related to minority labor or minority suppliers shall be accomplished under OTHER SERVICES).
 - (2) Interpret plans and specifications. Evaluate requests to deviate from designs or specifications
 - (3) Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the supplier is required to submit for conformance with the design concept of the project and compliance with the information given in the contract documents.

- (4) Upon delivery of equipment, inspect and assist in preparation of a report of deficiencies in fulfillment of equipment contract.

Article 2

Delete Paragraph B in its entirety and substitute the following:

- B. As consideration for providing the services enumerated in Article 1, Paragraph B, Final Design Services, the Owner shall pay the Engineer the Engineer's Direct Salary expended for each service, plus a percentage of the Direct Salary for Salary Overhead, plus a percentage of Direct Salary for General Overhead as defined in Article 4, plus direct expenses in connection therewith, plus a Fixed Fee delineated below for each subparagraph. The Estimated Cost nor, Fixed Fee portion of this Agreement cannot be exceeded without written amendment to this Agreement.

Art 2.B.1 Mechanical Dewatering Facility Design
Cost and Fixed Fee

Fixed Fee	25,470
Estimated Cost	173,730
Subtotal	199,200

Art 2.B.2 Sonic Dehydration Evaluation Cost and
Fixed Fee

Fixed Fee	1,600
Estimated Cost	11,000
Tests	9,000
Subtotal	21,600

Art 2.B.3 Sludge Facility Plan Amendment Cost and
Fixed Fee

Fixed Fee	800
Estimated Cost	6,800
Subtotal	7,400

Art 2.B.4 Sonic Dehydration Facility
Design Cost and Fixed Fee (see reevaluation
and redefinition requirement, contained in
Article 1.B.4)

Fixed Fee	57,230
Estimated Cost	384,370
Subtotal	441,600
TOTAL	669,600

Article 2

Change paragraph C to paragraph D and insert the following
as Paragraph C:

- C. As consideration for providing the services enumerated in Article 1, Paragraphs C and D, Engineering Services During Construction, and Startup Services and Operating Manual, the Owner shall pay the Engineer an amount to be negotiated at such time that a scope of work can be determined.

Article 4

Add the following:

- O. That, the Engineer's Salary Overheads are defined as a percentage of wages or salaries of employees working on the Project necessary to cover all taxes, payments, and premiums measured by or applicable at the time of performance to such wages or salaries, such as, but not limited to, Worker'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. Said percentage is estimated to be 37 percent of direct wages and salaries of the Engineer's employees during calendar year 1981.

Add the following:

- P. That, the Engineer's General Overhead Costs are defined as those general and administrative costs, exclusive of salary overheads included under paragraph O, allowable under the cost principles of 41 CFR 1-15.4 that are actually incurred by the Engineer during the period of performance of the services. Said General Overhead Costs are estimated to be 126 percent of direct wages and salaries of the Engineer's employees during calendar year 1981.

Add the following:

- Q. That, the Engineer's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead 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 the Engineer's current rate per mile when the Engineer's own automobiles are used, meals and lodging, laboratory tests and analyses, computer services, magnetic card typewriter services, telephone, printing, binding, and multilith charges.

Add the following:

- R. That, the Owner recognizes, understands, and accepts the effort authorized in Articles 1.B.2 and 1.B.4 by this Amendment approaches "state-of-the-art" in the design and the Owner agrees that any liability of the Engineer will be for Engineer's gross negligence.

Add the following:

- S. The total costs for services shall be the amounts listed in Articles 2.B.1, 2.B.2, 2.B.3, and 2.B.4. In the event any scope of work provided for under Articles 1.B.1, 1.B.2, 1.B.3, or 1.B.4 is not completed within the cost established for said articles, Engineer shall continue with all or any part of the work for which an amended total cost is established, but not otherwise.

Add the following:

- T. a. It is estimated that the total costs given in Articles 2.B.1, 2.B.2, 2.B.3, and 2.B.4 will not be exceeded.
- b. If, at any time, the Engineer has reason to believe that the estimated cost to the Owner for the performance of Articles 1.B.1, 1.B.2, 1.B.3, or 1.B.4 of this agreement, exclusive of any fixed fee, will be greater or substantially less than the estimated cost of Articles 2.B.1, 2.B.2, 2.B.3, and 2.B.4, the Engineer shall notify the Owner in writing to that effect. The notification will state the revised estimated cost for performance of said articles of this agreement. Such notification will be submitted to the Owner in writing.

- c. The Owner shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated costs set forth in Article 2.B. The Engineer shall not be obligated to continue performance under the agreement or otherwise incur costs in excess of the estimated cost set forth in Article 2.B, unless and until the Owner shall have notified the Engineer in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost for performance of this agreement.

/AGMT10B

ORDINANCE NO. 151637

An Ordinance amending Contract No. 18028, as previously amended by Ordinance No. 148661, between the City and CH2M/Hill, Northwest, Inc., to include the scope of work and fee schedule for Final Design Services, for an amount not to exceed \$669,800, providing for acceptance and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That Contract No. 18028, employing CH2M/Hill, Northwest, Inc., a professional engineering corporation, to provide engineering services for Sewage Facilities at the Columbia Blvd. Wastewater Treatment Plant, needs to be amended to include the scope of work and fee schedule for the Final Design Services portion of the contract.
2. That the Final Design Services are for the design of mechanical dewatering and heat drying of wastewater sludge.
3. That payment for services rendered shall be based on the scope of work and fee schedule as enumerated in Amendment No. 2, attached as Exhibit A, for an amount not to exceed \$669,800.
4. The Public Works Administrator recommends and the Commissioner of Public Works approves the amendment to the agreement as set forth in Exhibit A.
5. That partial funding for these services is available in the FY 80-81 Budget, with the balance of funds budgeted in the FY 81-82 Budget.

NOW, THEREFORE, the Council directs:

- a. That Contract No. 18028 between the City and CH2M/Hill, Northwest, Inc. for engineering services is hereby amended to include the scope of work and fee schedule for Final Design Services as enumerated in Amendment No. 2, attached as Exhibit A, for an amount not to exceed \$669,800.
- b. That all parts of Contract No. 18028 not amended shall remain in force and effect.

Section 2. This Ordinance shall become an effective amendment to the agreement upon acceptance of its forms and conditions by the contractor in such form as is approved by the City Attorney and upon filing of said acceptance with the Auditor of the City of Portland.

ORDINANCE No. 151637

Section 3. The Council declares that an emergency exists because there is an immediate need for the design of these facilities to be started; therefore, subject to acceptance as provided for in Section 2 above, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAY 27 1981**

Commissioner Mike Lindberg
W. J. Solberg:es
May 19, 1981
BUC No. 14924116

Attest:


Auditor of the City of Portland

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	/	
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Calendar No. **1650**

ORDINANCE No. **151637**

Title

An Ordinance amending Contract No. 18028, as previously amended by Ordinance No. 148661, between the City and CH2M/Hill, Northwest, Inc., to include the scope of work and fee schedule for Final Design Services, for an amount not to exceed \$669,800, providing for acceptance and declaring an emergency.

Filed **MAY 21 1981**

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

Deputy

INTRODUCED BY
Commissioner Mike Lindberg

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

BUREAU APPROVAL
Bureau: Sanitary Engineering
Prepared By: W. J. Solberg Date: 5/19/81
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Joe Niehuser</i> J. P. Niehuser

CALENDAR
Consent XX Regular

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