

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and entered into this ____ day of _____ 1981.

BY AND BETWEEN:

The City of Portland
With Offices at Portland, OR.

hereinafter referred to as CLIENT,

OF THE FIRST PART, and

Crippen Consultants, Inc., a Washington Corporation, having its principal office at
916 Plaza 600 Building, Seattle, Washington - hereinafter referred to as
ENGINEER.

OF THE SECOND PART,

WITNESSETH:

That the parties hereto agree, each with the other as follows:

1. DESCRIPTION OF PROJECT

The project consists of engineering services for the development of three hydroelectric sites as follows:

Diversion Dam - Bull Run Reservoir

Pressure Reducing Station - Bull Run Reservoir

Mt. Tabor - Reservoirs 5 and 6

These developments are generally described in the Letter of Invitation issued by the City of Portland dated January 19, 1981.

2. SCOPE OF SERVICES

Subject to CLIENT'S right to add to the scope of the engineering services by written notification to ENGINEER, ENGINEER will perform for the project (hereinafter referred to as the "Work") the professional services set forth below:

2.1 Work Phases

The engineering services will be carried out in five phases as set forth below:

1. Feasibility Study
2. Field Investigation for Feasibility Study
3. Licensing

4. Preparation of Detailed Designs and Specifications
5. Field Services during Construction

2.2 Phase I, Feasibility Study

The Scope of Services for Phase I will be as set forth below:

2.2.1 Data acquisition and preliminary design

- a. Field reconnaissance to identify and obtain pertinent data, measurements and information.
- b. Hydrotechnical field studies comprising a review of available hydrologic data including flooding problems.
- c. Mechanical, electrical, and civil inspection of the existing facilities. Included is a review of all safety reports on the existing structures and an evaluation of the safety problems of each site. The Phase I services do not include any drilling, coring or laboratory testing to investigate the structural integrity of the existing spillway dams or wing walls.
- d. Surficial geotechnical investigation, including the general geological conditions of the area. The Phase I services do not include any subsurface investigation.
- e. Review of potential alternatives and design development of a preliminary design concept for each site.

2.2.2 Feasibility investigation and report

- a. Inquiry of major equipment items from acceptable vendors to meet the requirements of the design concept.
- b. Prepare general layouts describing the design of each site.
- c. Prepare estimates of capital and operating costs for each project. Prepare overall project schedule to establish the engineering and construction periods required should the projects be approved. Develop estimated cost of power produced by the proposed facilities.
- d. Determine areas of environmental sensitivity which could affect the project cost or schedule. Review the FERC licensing requirements and establish the required license application for each project. Identify the other licenses and permits required for project approval.
- e. Develop project financial plan with cash flow and cost benefit analysis. Review various financing alternatives and establish a recommended plan for financing of the project.
- f. Prepare and draft feasibility report for each development for review by CLIENT. After CLIENT review a final report will be prepared and submitted in a form suitable for CLIENT'S use.

2.3 Phase 2, Field Investigation for Feasibility Study

The Scope of Services for Phase 2 will be as set forth below:

- 2.3.1 Preparation of specifications and contracts, review of tenders, recommendation on award of contract, and administration of contract for drilling, coring and laboratory testing to investigate the structural integrity of the existing concrete Diversion Dam, associated outlet works and wing walls.
- 2.3.2 Preparation of specifications and contracts, review of tenders, recommendation on award of contract, and administration of contract for drilling, coring and laboratory testing to investigate the subsurface soil and rock conditions affecting feasibility of the three developments.
- 2.3.3 Prepare and draft report on investigations for each development for review by CLIENT. After CLIENT review a final report will be prepared and submitted in a form suitable for CLIENT'S use.
- 2.3.4 A program will be developed for any subsurface investigations required to support detailed design so they may be carried out prior to dewatering the diversion pool.

2.4 Work by Others During Phase 1 and Phase 2

- 2.4.1 As required by the Work of Phases 1 and 2, and as approved by CLIENT, ENGINEER will enter into contracts with other firms for services not normally performed by ENGINEER, such as are enumerated below. Such contracts shall first be approved by CLIENT, and after approval and execution thereof, shall be administered by ENGINEER representing CLIENT'S interests as its agent:

- a. Soil testing and drilling of the subsurface.
- b. Boundary surveys of the site of the Work and other survey work related to the Work.
- c. The functions normally provided by an independent testing laboratory such as biological testing, testing and inspecting of concrete, structural steel, steel tankage, pressure piping for steam, boiler tubing, glass-fiber reinforced plastic, soil compaction, paint work, samples and materials.

2.5 Phase 3, Licensing

Upon authorization for the project to proceed into the license application Phase, ENGINEER will prepare a Scope of Services for the Work required. The Scope will be reviewed and mutually agreed on between ENGINEER and CLIENT.

2.6 Phase 4, Detailed Design

Upon authorization for the project to proceed into the detailed design Phase, ENGINEER will prepare a Scope of Services for the Work required. The Scope will be reviewed and mutually agreed on between ENGINEER and CLIENT.

2.7 Phase 5, Provision of Field Services During Construction

Upon authorization for the project to proceed into the construction Phase, ENGINEER will prepare a Scope of Services for the Work required. The Scope will be reviewed and mutually agreed on between ENGINEER and CLIENT.

3. CONTROL AND APPROVAL

- 3.1 All drawings, specifications, calculations and cost estimates done by ENGINEER under this Agreement shall be made available for review by CLIENT as the Work proceeds.
- 3.2 ENGINEER will consult with CLIENT during the term of this Agreement and CLIENT shall have access to the services being performed by ENGINEER in respect to the Work, including information regarding the progress of the Work and other matters pertaining to the Work and to the services being provided hereunder by ENGINEER.
- 3.3 CLIENT shall inform ENGINEER promptly of any design concepts, materials proposed, construction methods required or other features of the Work which do not meet with CLIENT'S approval.
- 3.4 All contractual obligations incurred by ENGINEER in respect to the Work shall be subject to CLIENT'S approval.

4. BASIS OF COMPENSATION FOR SERVICES

- 4.1 For the satisfactory performance of the services hereinafter described for Phase 1 and Phase 2, ENGINEER shall invoice CLIENT as follows:

- 4.1.1 Employee remuneration:

Charges for such time as is devoted to the Work by ENGINEER'S personnel. Such charges are calculated by dividing each annual salary by 1950 hours. An amount of 25% of the foregoing sum is added for vacation pay, statutory holidays, sick time and payroll additions which include FICA, unemployment, pension and insurance levied against payroll. Adjustments in the benefit multiplier will be made when required by statutory changes or permanent revision to the employee benefit program.

4.1.2 General overhead and fee:

An amount equal to 100% of the sum referred to in Section 4.1.1 above to cover the general overhead and fee of ENGINEER. The term "general overhead" includes stationery, office and drafting room supplies, rent, heat, light, furniture and office equipment, audits, local telephone expenses, insurance (fidelity, valuable papers, office equipment, automobile, extra expenses, non-owned automobile, tenant's legal liability, professional liability and general liability insurance for bodily injury and property) and staff in the following departments: telephone and telex operators, payroll, personnel, library, corporate accounting and other corporate functions.

4.1.3 The actual cost incurred for any over-time worked by ENGINEER'S employees in the prosecution of the Work. Prior CLIENT approval shall be obtained for any over-time expended on this project.

4.1.4 Actual cost of services by any Sub-Consultant or Contract Services provided by others and administered by ENGINEER on behalf of CLIENT.

4.1.5 Expenses incurred in connection with the Work will be invoiced to CLIENT at cost or at rates indicated as follows:

- a. The reproduction cost of drawings, specifications and other documents required for the Work in accordance with the attached schedule.
- b. Travel and living expenses of ENGINEER'S office personnel when out of the home office in connection with the Work. Rental cars will be billed at invoiced cost, and Company and personal cars at twenty-two point five cents (22.5¢) per mile.

- c. Computer and Word Processor time in connection with the Work, in accordance with ENGINEER'S standard charges as shown on the attached schedule.
- d. Communications expense including the cost of long distance telephone calls, telecopier, Telex, and TWX messages in connection with the Work.
- e. The cost of shipping and special messenger charges and postal charges.
- f. The cost of foundation investigations, analyses, laboratory tests, consulting services and other work not normally performed by ENGINEER, as required for the Work and performed by Sub-Contractors.

4.1.6 The cost of services to be performed for Phase 1 will not exceed \$130,000 and the cost of services to be performed for Phase 2 will not exceed \$30,000 without the prior approval in writing of CLIENT.

4.2 Upon authorization for the project to proceed into the license application Phase, ENGINEER will prepare a proposal basis for compensation and target estimate for the Work required. The proposal and estimate will be reviewed and mutually agreed on between ENGINEER and CLIENT.

4.3 Upon authorization for the project to proceed into the detailed design Phase, ENGINEER will prepare a proposed basis for compensation and target estimate for the Work required. The proposal and estimate will be reviewed and mutually agreed on between ENGINEER and CLIENT.

4.4 Upon authorization for the project to proceed into the construction Phase, ENGINEER will prepare a proposal basis for compensation and target estimate for the Work required. The proposal and estimate will be reviewed and mutually agreed on between ENGINEER and CLIENT.

5. SCHEDULE OF PAYMENTS

All costs and time charges will be submitted to CLIENT on a monthly basis and are due within 30 days of date of invoice. Overdue accounts will bear interest at the rate of 12% per annum.

6. PROFESSIONAL RESPONSIBILITY, INSURANCE AND LIMITATION

6.1 ENGINEER agrees with CLIENT that ENGINEER will provide the standards of care, skill and diligence normally provided by a professional engineer in the performance of the engineering services contemplated by this Agreement. The ENGINEER agrees to require it's Sub-Contractors to execute written contracts providing that the Sub-Contractors will exercise the skill, care and diligence normally provided by the profession of the Sub-Contractors in the performance of duties under this Agreement.

6.2 The CLIENT agrees that the aggregate liability of ENGINEER to CLIENT shall be limited to the actual, applicable insurance coverage through the ENGINEER'S Professional Errors and Omissions insurance policy. The ENGINEER has an Errors and Omissions insurance policy with limits of \$2,000,000 and agrees to cause the policy's expiration date to occur after completion of the work under this Agreement.

- 6.3 ENGINEER shall keep in force during the performance of the Work of Phase 1 and Phase 2, insurance coverage (other than Professional Liability) in the amounts indicated herein, and CLIENT agrees that these amounts will be the limits of ENGINEER'S liability.

Public Liability \$500,000.00 combined single limit

Automobile Liability \$600,000.00 combined single limit

Umbrella Excess Liability \$1,000,000.00 per occurrence over and above the limits described above for Public and Automobile Liability.

ENGINEER will furnish to CLIENT upon request, certificates showing evidence of the foregoing insurance coverage.

- 6.4 Insurance requirements for the Work to be performed for Phases 3, 4 and 5 of this Agreement shall be agreed by CLIENT and ENGINEER before the Work to be performed for Phases 3, 4 and 5 commences.

7. DRAWINGS AND SPECIFICATIONS

At the completion of the Work set forth in this Agreement, ENGINEER will transmit all completed tracings to CLIENT, with one sepia or microfilm copy of each tracing being retained by ENGINEER. Provided however, all drawings, specifications and other work product of ENGINEER for this project are instruments of service for this project only. Reuse of any of the instruments of service of ENGINEER by CLIENT on extensions of this project or on any other project without the written permission of ENGINEER shall be at CLIENT'S risk and CLIENT agrees to defend, indemnify and hold harmless ENGINEER from all claims, damages and expenses including attorney's fees arising out of any such unauthorized reuse of these instruments of service by CLIENT or by others acting through CLIENT.

8. ENGINEERING COMPLETION

ENGINEER will pursue the Work expeditiously and with diligence consistent with good engineering practices and accepted professional engineering standards and shall substantially complete the engineering design work (as agreed upon with CLIENT), insofar as the engineering design is within the discretion and control of ENGINEER. Provided, however, ENGINEER shall not be responsible for delays caused by CLIENT'S review or instruction, availability of information on purchased equipment, or any causes beyond the control of ENGINEER.

9. ASSIGNMENT OF PERSONNEL

9.1 CLIENT shall have the right to review personnel assigned to the Work by the ENGINEER and to reject any individual deemed insufficiently qualified for the proposed assignment. CLIENT shall have the right to require ENGINEER to replace any individual assigned to the Work if, in the opinion of the Owner's Representative, said individual is unqualified, or otherwise unfit for the services.

9.2 ENGINEER shall not reassign personnel having responsible roles in the Work without the prior approval of the CLIENT.

10. NOTICES

10.1 ENGINEER will appoint a Project Manager who will be in charge of the project for ENGINEER. All notices regarding changes in the project or revisions to the Scope of the Work shall be delivered to the designated manager. The Project Manager for this project will be:

P.D. Plunkett
Crippen Consultants Inc.
916 Plaza 600 Building
Seattle, WA 98101
(206) 447-9454

10.2 CLIENT'S representative for this project will be:

J.L. Doane - Manager
City of Portland Bureau of Hydroelectric Power
1800 S.W. 6th Avenue
Portland, OR 97201

10.3 All official notices regarding the project are to be delivered in writing to the designated representative.

11. TERMINATION

This Agreement shall continue in force until the completion of the Work; provided, however, if CLIENT wishes to abandon the project, CLIENT may terminate this Agreement upon thirty (30) days' notice in writing to ENGINEER.

CLIENT shall forthwith pay to ENGINEER all amounts including all expenses and other charges payable as set forth in Section 4 herein. All obligations incurred by ENGINEER for the carrying out of the terms of this Agreement which may continue after such termination shall be assumed and paid by CLIENT as and when the same are due and payable and CLIENT shall indemnify and save harmless ENGINEER therefrom. Upon such termination it will be the duty of ENGINEER to take all necessary steps to reduce with as much speed and with as little cost to CLIENT as is practical, the services then being provided under this Agreement. ENGINEER shall not be entitled to compensation for lost profit or expectations of profit due to CLIENT'S early termination of the project provided CLIENT furnishes ENGINEER with said notice.

12. GOVERNING LAW

In the event of dispute arising out of or under this Agreement, the Laws of the State of Oregon shall apply.

13. CONFIDENTIAL DATA

Any and all trade and other secret processes, information data and designs given, disclosed or supplied by one of the parties hereto to the other during the currency of the Agreement and designated in writing as confidential shall at all times hereafter be kept confidential by such other party and such other party shall not at any time hereafter disclose any such trade or other secret processes, information, data and design to any person, firm or corporation whomsoever, or whatsoever.

14. PUBLICATION

ENGINEER will not publicize any articles, photos, drawings, technical data or other information regarding the project without the prior approval of CLIENT.

15. GENERAL

Neither CLIENT nor ENGINEER shall assign this Agreement, nor any interest therein without the written consent of the other. Any attempted assignment without such written consent shall be void. CLIENT represents to ENGINEER and ENGINEER represents to CLIENT that this document constitutes the whole Agreement between them, and that no representation of any kind not incorporated herein has been made by either to the other. The Agreement shall not be modified or amended except by further agreement in writing. All notices required to be given hereunder shall be deemed to be sufficiently given if mailed by certified mail, postage prepaid, to the address hereinbefore stated.

IN WITNESS WHEREOF, both CLIENT and ENGINEER have executed this Agreement, as of the day and year first above written.

(CLIENT)

ATTEST:

By _____
Title:

CRIPPEN CONSULTANTS, INC.

(ENGINEER)

By _____
Title:

ATTEST:

SCHEDULE OF CHARGES FOR REPRODUCTION SERVICES

<u>SIZE</u>	<u>STOCK</u>	<u>PROCESS</u>	<u>DESCRIPTION</u>	<u>CHARGE</u>
8-1/2 x 11	Bond Paper	Electrostatic	Reproduction from in-house copiers;	\$.06
8-1/2 x 14	Bond Paper	Electrostatic	using stick-on film, vellum & mylar	.06
8-1/2 x 17	Bond Paper	Electrostatic	reproduction from these copiers, the	.06
8-1/2 x 11	Stick-on Film	Electrostatic	need to redraw repetitive details is	.35
8-1/2 x 11	Transparent Vellum	Electrostatic	eliminated. Waiting time for other	.15
8-1/2 x 11	Mylar	Electrostatic	processes is also eliminated.	.35
Any	Blue Line Print	Diazo	Blue Line Print	S.F.
			1 - 1999 sq. ft.	.09
			2000 - 9999 sq. ft.	.07
			9999 and up, in one month	.05
Any	Sepia Line Print	Diazo	Sepia Line Reproducible Copy	.40

Computer charges will be billed at cost.

Word Processor time is billed at \$10.00 per hour (not including operator).

SCHEDULE OF HOURLY BILLING RATES

By Category

<u>CATEGORY</u>	<u>RANGE OF RATES</u>	
	<u>From</u>	<u>To</u>
Principals and Executive Managers	59.50	66.30
Department Managers	47.60	56.10
Specialist Engineers	45.90	56.10
Senior Engineers	37.40	45.90
Intermediate Engineers	34.00	37.40
Junior Engineers	27.20	30.60
Senior Draftspersons	25.50	35.70
Intermediate Draftspersons	22.10	23.80
Junior Draftspersons	17.00	18.70
Clerical and Secretarial	18.70	27.20

Notes

1. General overhead and fee included.
2. Rates shown in United States dollars.
3. Rates are for the period of January 1 to June 30, 1981.

JOINT DECLARATION

(Independent Contractor) and the City of Portland file this joint declaration agreeing that the services rendered under the contract attached hereto by Independent Contractor to the City of Portland are rendered as those of an independent contractor, and Independent Contractor is performing the contract without the assistance of others.

If Independent Contractor should at any time further attempt to subcontract work, or utilize employees to assist him/her in the performance of an additional work, said parties agree that those individuals are to be considered employees of Independent Contractor, and not the employees of the City of Portland. Independent Contractor hereby warrants, represents, and agrees to indemnify the City of Portland against any and all claims or losses filed by any third parties who may, with or without the knowledge of the City of Portland, become engaged as employees or subcontractors of Independent Contractor and will hold the City of Portland harmless for all costs incurred, including the defense costs.

Independent Contractor recognizes that any attempt to employ or utilize other employees to assist in the performance of the contract is specifically forbidden by the City of Portland, and said agreements are not recognized by the City of Portland as binding upon it.

Independent Contractor recognizes that if he/she attempts to utilize employees to assist him/her in the performance of the subcontract that he/she subjects himself/herself to the sanctions of Chapter 656 of the Oregon Revised Statutes, including, but not limited to, being declared a noncomplying employer and being required to qualify, either as a direct responsibility employer or contributing employer.

The parties further agree that any attempt to utilize employees or subcontractors to assist in the performance of this contract shall be deemed an immediate and material breach of said contract, and the contract shall immediately be at an end at the commencement of the business day, prior to the employees or subcontractors commencing employment.

INDEPENDENT CONTRACTOR: _____

By: _____

Dated: _____

THE CITY OF PORTLAND

By: _____

City Auditor

P.O. # _____

or

By: _____

Purchasing Agent

Contract # _____

Dated: _____

ORDINANCE No. 151646

An Ordinance authorizing an agreement with Crippen Consultants, Inc., for professional services for the Small Hydro Development Program of the Bureau of Water Works, at a cost not to exceed \$160,000 for Phases 1 and 2, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Generation of electric power using excess water from the Bull Run River may be feasible at the Diversion Dam and Pressure Reduction Station of the Bull Run Reservoir and at Mt. Tabor.
2. A study of the feasibility of electric power generation should be conducted.
3. The firm of Crippen Consultants, Inc., was selected to provide the necessary consulting engineering services of the feasibility study in accordance with Chapter 5.68 of the City Code, Consultant Service Contracts, and the selection has been approved by the Water Bureau Administrator.
4. The cost of the consulting engineering services for Phases 1 and 2 of the study is not to exceed \$160,000.

NOW, THEREFORE, the Council directs:

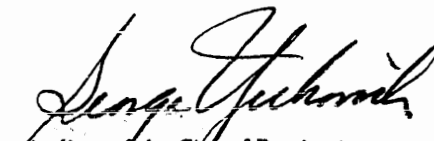
- a. The Mayor and Auditor are hereby authorized to enter into an agreement with the firm of Crippen Consultants, Inc., 916 Plaza 600 Building, Seattle, Washington 98101, to provide professional services for Phases 1 and 2 of the study, substantially in accordance with the agreement attached to the original only of this ordinance, marked Exhibit "A".
- b. The Mayor and Auditor hereby are authorized to draw and deliver warrants chargeable to the Water Bureau 1980-81 budget, BUC 18000369, Prj. 2409 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 may 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.

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

Mayor Ivancie
Liz Osmond
May 6, 1981
BUC 18000369

Attest:


Auditor of the City of Portland

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

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Calendar No. **1689**

ORDINANCE No. 1516-16

Title

An Ordinance authorizing an agreement with Crippen Consultants, Inc., for professional services for the Small Hydro Development Program of the Bureau of Water Works at a cost not to exceed \$160,000 for Phases 1 and 2, authorizing the drawing and delivery of warrants, and declaring an emergency.

Filed MAY 21 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By

Deputy

INTRODUCED BY	
Mayor Ivancie	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration FJI/MK	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau:	
Water Works	
Prepared By:	Date:
Liz Osmond	5/6/81
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: Carl Goebel, Administrator	
CALENDAR	
Consent	Regular X
NOTED BY	
City Attorney	
City Auditor	
City Engineer	