

AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE CITY OF PORTLAND, OREGON, FOR
CONSULTING GROUNDWATER SPECIALIST
SERVICES FOR THE GROUNDWATER DEVELOPMENT PROGRAM

For the consideration hereinafter set forth, D.L. Cole,
a professional consulting groundwater specialist, hereinafter
referred to as the "CONSULTANT", agrees to provide consulting
services to the CITY OF PORTLAND, OREGON, 1220 S.W. 5th Avenue,
Portland, Oregon 97204, a municipal corporation of the State of
Oregon, hereinafter referred to as the "OWNER", for the
Groundwater Development Program of the Bureau of Water Works, and
as more specifically described herein.

ARTICLE 1. Scope of Services. The specific services which
the CONSULTANT agrees to furnish as directed by the OWNER ARE:

1. Prepare formation descriptions from drill cuttings of
mud rotary, air rotary, and cable tool well drills.
2. Provide on-site inspection for adherence to contract
documents during well drilling construction contracts
for the Bureau.
3. Prepare preliminary analyses, forms and graphs
required for the design of water wells, well screens,
and related fixtures.
4. Review preliminary well designs, specifications and
drawings for correctness.
5. Perform necessary maintenance on well heads and water
level measuring equipment.
6. Collect water level data, including the operation of
automatic water level recording devices.
7. Drive to designated wells, gain access to the well and
obtain static water levels with a hand-operated water
level measuring device, a pressure gauge, or an
automatic water level recording device.
8. Place raw data from pumping of water wells in proper
form and prepare graphical analyses for the standard
hydraulic parameters of groundwater flow.
9. Collect water samples from wells for chemical and
bacteriological analysis.
10. Other related activities as necessary.

ARTICLE 2. Payment as Consideration for Providing the Services Enumerated in Article 1. The OWNER shall pay the CONSULTANT monthly for work performed during the preceding month, and upon its acceptance by the OWNER's Commissioner of Public Utilities, a sum equal to direct salary costs at the rate of \$11.00 for each hour, and \$13.75 per hour over 40 hours per week that the CONSULTANT'S services are required by the OWNER. Automobile travel required to accomplish the work shall be billed as an expense at the rate of \$.25 per mile. All other expenses of the CONSULTANT shall have prior approval of the OWNER and be billed at the actual cost to the CONSULTANT.

The CONSULTANT agrees that the hourly salary rate and mileage for Groundwater Project work are to be charged from the time the CONSULTANT arrives at the Groundwater Project Office, to the time the CONSULTANT leaves the Groundwater Project Office.

Based on the scope of the services outlined herein, the total fee for the services shall not exceed \$20,000 unless authorized in writing by the OWNER.

ARTICLE 3. It is further mutually agreed by the parties hereto:

1. That insofar as the work under this agreement may require, OWNER shall furnish the CONSULTANT all existing data presently available and needed to perform the CONSULTANT'S work;
2. That insofar as the work under this agreement may require, the OWNER shall furnish the CONSULTANT secretarial and duplicating services necessary to perform the work;
3. That this agreement is to be binding upon the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

ARTICLE 4. Renegotiation of Fees and Termination of Contract. If the consulting services covered in this agreement have not been completed upon the expiration of a one (1) year period from the day of execution of this agreement, the OWNER or CONSULTANT may at the option of either, on written notice, request negotiation of Article 2 (providing for the compensation to be paid the CONSULTANT 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 CONSULTANT after date of delivery of such written notice.

The OWNER may in its sole discretion abandon or indefinitely postpone the project for which the professional services described herein are to be performed and may thereupon terminate this agreement by giving the CONSULTANT written notice of such abandonment or indefinite postponement. If any portion of the work covered by this agreement and performed by the CONSULTANT shall be suspended, abated, or abandoned, the OWNER shall pay the CONSULTANT for the services rendered for such suspended, abated, or abandoned work, the payment based on the amounts established in this agreement. All data collected and documents or designs prepared by the CONSULTANT under this contract shall become the property of the OWNER upon termination of this contract.

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 amount for investigation costs, attorney's fees and expert witness fees as may be set by the court.

ARTICLE 5. Hold Harmless. In performance of its activities hereunder, the CONSULTANT agrees to hold harmless, indemnify, and defend the OWNER on account of any liability due to bodily injury or property damage, arising in whole or in part out of the negligent operational acts of the CONSULTANT, its agents, subcontractors, or outside consultants.

CONSULTANT agrees to sign a joint declaration with the City that the services are rendered as those of an independent contractor.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate the _____ day of _____, 1981.

CITY OF PORTLAND

By _____
Commissioner, Finance & Administration

By _____
Auditor

Consulting Groundwater Specialist

By _____

(Title)

ORDINANCE NO. 152706

An Ordinance authorizing an agreement with Mr. D.L. Cole for professional services in connection with the Groundwater Development Program, Bureau of Water 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 development of a groundwater source is required to provide an alternate and supplemental water supply to the City.
2. That the development of the groundwater resource sought by the City requires the construction and testing of wells.
3. That Mr. D.L. Cole was selected to perform necessary services for the construction and testing of wells for the Groundwater Development Program by the Commissioner of Finance and Administration.
4. That the selection was made upon the recommendation of a Consultant Selection Committee established in accordance with Chapter 5.68 of the City Code for Consultant Service Contracts.

NOW, THEREFORE, the Council Directs:

- a. The Auditor and the Commissioner-in-Charge are hereby authorized to enter into an agreement with Mr. D.L. Cole, to provide the above stated professional services, which agreement shall be substantially in accordance with the form of agreement attached to the original only of this Ordinance, marked Exhibit "A", and by this reference made a part hereof.
- b. The Mayor and Auditor are authorized to draw and deliver warrants chargeable to the Water Fund, Bureau of Water Works, BUC 18600374, Project 3700, Object Code 210, when demand is presented, approved by the proper authorities.

ORDINANCE No.

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

Passed by the Council, JAN 13 1982

Mayor Ivancie
W. Hoffstetter:ct(L)
January 7, 1981
BUC No. 18600374
Project No. 3700

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. **50**

ORDINANCE No. 152706

Title

An Ordinance authorizing an agreement with Mr. D.L. Cole for professional services in connection with the Groundwater Development Program, Bureau of Water Works, the drawing and delivery of warrants, and declaring an emergency.

Filed JAN 8 1982

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *[Signature]*

Deputy

INTRODUCED BY
MAYOR FRANCIS J. IVANCIE

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration FJI/MK
Safety
Utilities
Works

BUREAU APPROVAL
Bureau:
WATER WORKS
Prepared By: _____ Date: _____
Wm. Hoffstetter:ct Jan.7,82
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head <i>[Signature]</i>
Carl Goebel, Administrator

CALENDAR
Consent <input checked="" type="checkbox"/> Regular

NOTED BY
City Attorney
City Auditor
City Engineer