

AFFIDAVIT OF POSTING ORDINANCE #79

STATE OF OREGON)
)
Counties of Clackamas)
and Washington)
)
City of Wilsonville)

I, the undersigned, City Recorder of the City of Wilsonville, State of Oregon, being first duly sworn on oath depose and say:

On Wednesday, the 8th day of June, 1977, I caused to be posted copies of the attached Ordinance No. 79, an ordinance authorizing a contract for engineering services with CH2M Hill, Inc., in the following three public and conspicuous places of the City, to wit:

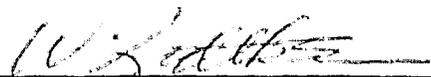
- 1) Wilsonville Post Office
- 2) Lowries Food Market
- 3) Kopper Kitchen

The notices remained posted for more than five (5) consecutive days prior to the time for final reading and passage of the Ordinance on the 13th day of June, 1977.

Dated at Wilsonville, State of Oregon, this 24th day of June, 1977.


DEANNA J. THOM, City Recorder

Subscribed and sworn to before me this 24th day of June, 1977.


NOTARY PUBLIC STATE OF OREGON

My Commission Expires: 11 11 1980

ORDINANCE NO. 79

AN ORDINANCE AUTHORIZING A CONTRACT FOR ENGINEERING SERVICES WITH CH2M HILL, INC.

THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

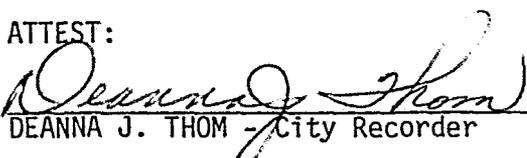
Section 1: A Contract between the City of Wilsonville and CH2M Hill, Inc. is authorized for engineering services to the City for sewage treatment plant expansion according to the terms and provisions of a "AGREEMENT TO FURNISH ENGINEERING SERVICES TO THE CITY OF WILSONVILLE FOR SEWAGE TREATMENT PLANT EXPANSION," a copy of which is attached hereto marked Exhibit "A" for identification purposes and by this reference and attachment is expressly made a part of this Ordinance.

Section 2: The Mayor and City Recorder are authorized to execute and deliver said Agreement on behalf of the City of Wilsonville.

Section 3: In view of the City's growth, the pending applications for municipal sewer connections, the present capacity of the City's sewer treatment plant and the immediate need for design and preparation of plans for expansion of sewage treatment facilities, an emergency is hereby declared to exist, and this Ordinance shall take effect immediately upon final reading and enactment by the City Council.

Passed by the Wilsonville City Council at a regular meeting thereof on June 6, 1977; ordered posted in three (3) public and conspicuous places in the City of Wilsonville for a period five (5) consecutive days as required by the Wilsonville City Charter; and to come up for final reading and action of the Wilsonville City Council at a ^{reconvened} regular meeting thereof to be held on the 13th day of June, 1977, at the hour of 8:00 o'clock p.m. at the Council's regular meeting place at the Wilsonville Grade School.

ATTEST:

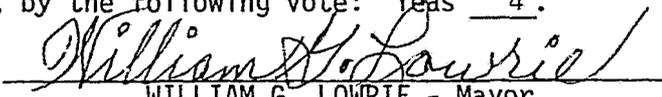

DEANNA J. THOM - City Recorder


WILLIAM G. LOWRIE - Mayor

Passed on final reading at a regular meeting of the Wilsonville City Council this 13 day of June, 1977, by the following vote: Yeas 4.
Nays 0.

ATTEST:


DEANNA J. THOM - City Recorder


WILLIAM G. LOWRIE - Mayor

AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE
CITY OF WILSONVILLE
FOR
SEWAGE TREATMENT PLANT EXPANSION

RECEIVED
MAY 31 1977
CITY OF WILSONVILLE

For the consideration hereinafter set forth, the firm of CH2M HILL, INC. a professional engineering corporation, hereinafter referred to as the ENGINEER, agrees to provide engineering services to City of Wilsonville, hereinafter referred to as the OWNER, for final design and preparation of plans and specifications, services during construction, on-site inspection, and other services as described herein-after, for a PROJECT generally described as expansion of the existing sewage treatment plant. Phase 1 will double the plant capacity to 1.0 mgd and add effluent filtration. Phase 2 will expand the plant at a future date to approximately 2.5 mgd total capacity including effluent filtration.

ARTICLE 1.

The specific services which the ENGINEER agrees to furnish are as follows:

A. FINAL DESIGN SERVICES - PHASE 1

1. Prepare bidding documents, construction plans, specifications, and estimates of cost, as customarily made available for construction of this type of project.
2. Process documents with all appropriate regulatory agencies.
3. Meet with representatives of the OWNER and Department of Environmental Quality when requested and necessary for consultation or conferences in regard to design of the PROJECT.
4. Coordinate all test borings, subsurface exploration, or other investigations which may be required for design of the PROJECT.

B. SERVICES DURING CONSTRUCTION - PHASE 1

1. Furnish sufficient copies of plans and specifications for obtaining bids and for construction.
2. Assist the OWNER in receiving and tabulating construction and/or materials proposals; report the results to the OWNER; and assist in awarding the contract(s) for construction and/or materials.

3. Meet with representatives of the OWNER and governmental agencies having jurisdiction when requested and necessary for consultation or conferences in regard to construction of the PROJECT.

4. Provide interpretations of the plans and specifications.

5. Make periodic visits to the site of the PROJECT to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the intent of the Contract Documents.

6. Coordinate the work of laboratories in the inspection and test of materials used in the construction; receive and evaluate all reports by such laboratories or bureaus.

7. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the contractor is required to submit for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents.

8. Supervise the work of the on-site inspection personnel and other field personnel.

9. Submit monthly progress payment recommendations, prepare and submit contract change orders.

10. Make a final inspection of the construction jointly with representatives of the OWNER and submit a final report upon which final settlement and termination of the construction contract(s) can be based.

11. Submit to the OWNER, upon completion of the work, two (2) sets of plans of the work as it is finally constructed, using information supplied by the on-site inspection personnel.

12. Make such visits to the PROJECT site as may be necessary to assist the OWNER in taking over operation of the PROJECT. This shall be done to determine if the equipment and facilities are operating properly, to familiarize the OWNER with the operating and functioning of the PROJECT, and to review performance of items under the contractor's guarantee. Such visits as are made within thirty (30) days after the ENGINEER's recommendations for final payment to the construction contractor shall be regarded as a part of SERVICES DURING CONSTRUCTION; any visits made after this time shall be paid for as OTHER SERVICES.

13. Update existing written operating and maintenance instructions and assemble a set of manufacturers' data and catalogs covering equipment installed in the PROJECT facilities.

C. ON-SITE INSPECTION SERVICES - PHASE 1

1. Furnish the on-site inspection personnel to act as agent(s) of the OWNER in his relations with the construction contractor(s) to provide on-the-job, day-to-day inspection of the work as defined in ARTICLE 4; to prepare monthly progress reports on the work; to determine the amounts of payments due the contractor(s) as set forth in the construction contract(s); and to keep all records, maps, and plans necessary for the preparation of drawings showing the project as finally constructed. Inspection personnel from the OWNER's staff will be used as necessary to supplement the ENGINEER's principal inspection personnel.

D. OTHER SERVICES - PHASE 1

1. Provide miscellaneous consulting and other services, not stipulated elsewhere in this Agreement, when requested by the OWNER including, but not limited to, preparation of EPA grants and related material, performing or coordinating as outside services, when authorized by the OWNER, such services as test borings, subsurface exploration or other investigations required for the determination of foundation conditions; concrete cylinder tests; special soils tests; field tests of equipment or facilities, and bacteriological, chemical, mechanical, or other tests.

2. Provide Administrative Services during construction which are outside of the basic fee for FINAL DESIGN and SERVICES DURING CONSTRUCTION such as:

Meetings and negotiations with the contractor involving claims and legal complaints.

Additional work resulting from delinquency or insolvency of the contractor; or as a result of damage to the construction project caused by fire, flood, earthquake or other acts of God, all exclusive of additional work resulting from litigation.

Processing change orders involving changes in approved designs.

Additional work resulting from strikes, walkouts, or other acts of trade or labor unions.

E. FINAL DESIGN SERVICES - PHASE 2

1. Prepare a predesign report recommending location, general layout, aesthetic considerations, and related matters with cost estimate, and discuss the recommendations and cost estimate with representatives of the OWNER.

2. Prepare bidding documents, construction plans, specifications, and estimates of cost, as customarily made available for construction of this type of project, based on the approved predesign report.

3. Process documents with all appropriate regulatory agencies.

4. Meet with representatives of the OWNER and appropriate state and federal agencies when requested and necessary for consultation or conferences in regard to design of the PROJECT.

5. Provide general information in regard to the PROJECT and consult with the OWNER or those designated by the OWNER to prepare necessary agreements, such as those for rights-of-way, easements, land purchase, and applicable federal and state grant applications.

6. Furnish sufficient copies of plans, specifications, and documents for obtaining project approval.

7. Coordinate all test borings, subsurface exploration, or other investigations which may be required for design of the PROJECT.

F. SERVICES DURING CONSTRUCTION - PHASE 2

1. Assist the OWNER in receiving and tabulating construction and/or materials proposals; report the results to the OWNER; and assist in awarding the contract(s) for construction and/or materials.

2. Meet with representatives of the OWNER and governmental agencies having jurisdiction when requested and necessary for consultation or conferences in regard to construction of the PROJECT.

3. Provide interpretations of the plans and specifications.

4. Make periodic visits to the site of the PROJECT to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the intent of the Contract Documents.

5. Coordinate the work of laboratories in the inspection and test of materials used in the construction; receive and evaluate all reports by such laboratories or bureaus.

6. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the contractor is required to submit for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents.

7. Supervise the work of the on-site inspection personnel and other field personnel.

8. Submit monthly progress payment recommendations, prepare and submit contract change orders, and routine partial payment reports required by State and/or Federal participation grants.

9. Make a final inspection of the construction jointly with representatives of the OWNER and Federal and State agencies having jurisdiction, and submit a final report upon which final settlement and termination of the construction contract(s) can be based.

10. Submit to the OWNER, upon completion of the work, two (2) sets of plans of the work as it is finally constructed, using information supplied by the on-site inspection personnel.

11. Make such visits to the PROJECT site as may be necessary to assist the OWNER in taking over operation of the PROJECT. This shall be done to determine if the equipment and facilities are operating properly, to familiarize the OWNER with the operating and functioning of the PROJECT, and to review performance of items under the contractor's guarantee. Such visits as are made prior to the ENGINEER's recommendations for final payment to the construction contractor shall be regarded as a part of SERVICES DURING CONSTRUCTION; any visits made after this time shall be paid for as OTHER SERVICES.

G. ON-SITE INSPECTION SERVICES - PHASE 2

1. Furnish the on-site inspection personnel to act as agent(s) of the OWNER in his relations with the construction contractor(s) to provide on-the-job, day-to-day inspection of the work as defined in ARTICLE 4; to prepare monthly progress reports on the work; to determine the amounts of payments due the contractor(s) as set forth in the construction contract(s); and to keep all records, maps, and plans necessary for the preparation of drawings showing the project as finally constructed.

H. OTHER SERVICES - PHASE 2

1. Prepare sufficient additional copies of approved plans, specifications, and bidding documents as are necessary for bidding and subsequent construction and, if requested by the OWNER, provide document mailing and pre-bid services.

2. Furnish survey, mapping, and/or photogrammetric personnel and equipment required to obtain field information necessary to prepare satisfactory plans and specifications.

3. Furnish all personnel and equipment required to perform subsurface explorations necessary for determining geologic foundation and/or construction conditions.

4. Furnish legal descriptions of all easements, rights-of-way, and property required for the PROJECT.

5. Provide assistance or complete service in the completion of the following elements and any others necessary to a State and/or Federal grant offer on the PROJECT:

Preparation of State and/or Federal grant applications and supporting documents.

Submission of routine reports, other than for partial payments, required by State and/or Federal grants.

Completion of a sewer system evaluation, including an infiltration/inflow analysis (Title 40, Chapter 1, Part 35.927).

Preparation of information required on industrial discharges as outlined in "Industrial Cost Recovery Guidelines."

Development of user service charge information (Guidelines published May 22, 1973 in Federal Register) and revenue projections.

Preparation of environmental assessments, appearances at public hearings, and preparation of public information documents and displays connected therewith.

6. Observe factory or field tests of equipment or facilities, and furnish the personnel and equipment required for such observation and report the results thereof to the OWNER.

7. Furnish written operating and maintenance instructions meeting EPA requirements and assemble a set of manufacturers' data and catalogs covering equipment installed in the PROJECT facilities.

8. Submit to the OWNER, upon completion of the work, two (2) sets of plans of the work as it is finally constructed, using information supplied by the on-site inspection personnel.

9. After completion of the PROJECT and acceptance from the construction contractor(s) by the OWNER, provide assistance and supervision as required to train the OWNER's personnel for operation and maintenance of the new facilities for a maximum effort of thirty (30) man days after the facility has been placed into operation.

10. Provide miscellaneous consulting and other services, not stipulated elsewhere in this agreement, when requested by the OWNER including, but not limited to, performing or coordinating as outside services, when authorized by the OWNER, such services as test borings, subsurface exploration or other investigations required for the determination of foundation conditions; concrete cylinder tests; special soils tests; field tests of equipment or facilities, and bacteriological, chemical, mechanical, or other tests.

11. Provide Administrative Services during construction which are outside of the basic fee for FINAL DESIGN and SERVICES DURING CONSTRUCTION such as:

Meetings and negotiations with the contractor involving claims and legal complaints.

Additional work resulting from delinquency or insolvency of the contractor; or as a result of damage to the construction project caused by fire, flood, earthquake or other acts of God, all exclusive of additional work resulting from litigation.

Processing change orders involving changes in approved designs.

Additional work resulting from strikes, walkouts, or other acts of trade or labor unions.

ARTICLE 2.

As consideration for providing the services enumerated in ARTICLE 1, the OWNER shall pay the ENGINEER:

1. For FINAL DESIGN SERVICES and SERVICES DURING CONSTRUCTION, as enumerated in ARTICLE 1 for Phase 1, the lump sum of Forty-six thousand Dollars (\$46,000).
2. For ON-SITE INSPECTION SERVICES, as enumerated in ARTICLE 1 for Phase 1, the amount of the ENGINEER's Salary Costs, as defined in ARTICLE 4, expended for the services, multiplied by a factor of 1.9, plus direct expenses in connection therewith. A maximum amount of Sixteen thousand \$16,000 shall not be exceeded without the OWNER's authorization.
3. For OTHER SERVICES, as enumerated in ARTICLE 1 for Phase 1, the amount of the ENGINEER's Salary Costs, as defined in ARTICLE 4, expended for the services, multiplied by a factor of 2.0, plus direct expenses in connection therewith.
4. For DESIGN SERVICES, ON-SITE INSPECTION SERVICES and OTHER SERVICES as enumerated in ARTICLE 1 for Phase 2 the costs shall be negotiated in accordance with current EPA regulations at the time of authorization.

ARTICLE 3.

Payment to the ENGINEER as prescribed in ARTICLE 2 is to be made as follows:

1. For FINAL DESIGN SERVICES and SERVICES DURING CONSTRUCTION (Phase 1), within thirty (30) days after date of billing, the ENGINEER's estimate of the value of work accomplished during the month.
2. For ON-SITE INSPECTION SERVICES (Phase 1), within thirty (30) days after date of billing, the amount due, as prescribed in ARTICLE 2 for ON-SITE INSPECTION SERVICES (Phase 1), for such services rendered during the month.
3. For OTHER SERVICES (Phase 1), within thirty (30) days after date of billing, the amount due, as prescribed in ARTICLE 2 for FINAL DESIGN SERVICES (Phase 1), for such services rendered during the month.
4. For Phase 2 DESIGN SERVICES, ON-SITE INSPECTION SERVICES and OTHER SERVICES the payment schedule shall be negotiated in accordance with current EPA regulations at the time of authorization.

ARTICLE 4.

The following items apply to both Phase 1 and 2 work unless specifically excluded.

It is further mutually agreed by the parties hereto:

1. That, the ENGINEER will not begin work on any of the services listed in ARTICLE 1 until the OWNER directs him in writing to proceed.

2. That, the OWNER shall make available to the ENGINEER all technical data in the OWNER's possession, including maps, surveys, borings, and other information required by the ENGINEER and relating to his work.

3. That, the estimates of cost for the PROJECT provided for herein are to be prepared by the ENGINEER through exercise of his experience and judgment in applying presently available cost data, but it is recognized that the ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so that he cannot warrant that the project construction costs will not vary from his cost estimates.

4. That, visits to the construction site and observations made by the ENGINEER as part of SERVICES DURING CONSTRUCTION shall not relieve the construction contractor(s) of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the Contract Documents, and shall not relieve the construction contractor(s) of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Such visits by the ENGINEER are not to be construed as part of the inspection duties of the on-site inspection personnel defined in other parts of this Agreement.

5. That, the on-site inspection personnel will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day inspection will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

6. That, the ENGINEER's Salary Costs are defined as the amount of the wages or salaries of the ENGINEER's employees working on the PROJECT, plus 36% of such wages or salaries to cover all taxes, payments, and premiums measured by or applicable 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.

7. That, the ENGINEER's direct expenses are defined as the costs incurred on or directly for the PROJECT, other than the Salary 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, automatic typing equipment services, telephone, printing, binding, and multilith charges.

8. That, when the OWNER directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to the ENGINEER shall be the payment specified in ARTICLE 2 for the FINAL DESIGN of an additional payment to be negotiated at the time the OWNER directs that alternative designs, plans, and specifications be prepared.

9. That, the OWNER shall pay for costs of personnel and equipment for test borings, subsurface explorations, or other investigations required for the determination of foundation and geologic conditions, for field tests or equipment or facilities, and shall pay for required bacteriological, chemical, mechanical, or other tests, except the ENGINEER shall not order such tests or investigations to be made without prior approval of the OWNER.

10. That, the OWNER reserves the right to request replacement of any on-site inspection personnel furnished by the ENGINEER or to furnish such personnel from the OWNER's own forces, subject to the approval of the ENGINEER, as described below.

11. That, if the OWNER furnishes the on-site inspection personnel, qualifications of such personnel shall be subject to the review and approval of the ENGINEER. Such personnel also shall be subject to the direct control of the ENGINEER in matters relating to the PROJECT, and they shall follow the established procedures of the ENGINEER for PROJECT inspection as completely as they would if they were directly employed by the ENGINEER.

12. That, if payment of the amounts due as prescribed in ARTICLE 2, or any portion thereof, is not made within the period specified in ARTICLE 3, interest on the unpaid balance thereof will accrue at the rate of twelve percent (12%) per annum and become due and payable at the time said overdue payments are made.

13. That, if any portion of the PROJECT covered by this Agreement and designed or specified by the ENGINEER shall be suspended, abated, abandoned or terminated, the OWNER shall pay the ENGINEER for the services rendered for such suspended, abated, abandoned or terminated work, the payment to be based insofar as possible on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of the work completed.

14. That, the OWNER shall pay for all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, State, or Federal authorities and shall secure the necessary land, easements, and rights-of-way.

15. That, if the engineering services covered in this Agreement for Phase 1 have not been completed upon the expiration of a six month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of ARTICLE 2 (providing for the compensation to be paid the ENGINEER 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 ENGINEER after delivery date of such written notice.

16. That, 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 amounts for fees, costs and expenses as may be set by the Court.

17. That, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the PROJECT, except suits or claims by third parties against the OWNER arising out of errors or omissions of the ENGINEER, the OWNER shall pay the ENGINEER for services rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on the basis of charges for OTHER SERVICES, as prescribed in ARTICLE 2, in addition to other sums of money payable under this Agreement.

18. That, if time of construction is extended because of circumstances beyond the control of the ENGINEER, payments prescribed in ARTICLE 2 for SERVICES DURING CONSTRUCTION shall apply only through the period ending sixty (60) calendar days after the applicable completion date specified in the construction contract for the PROJECT. Payment for SERVICES DURING CONSTRUCTION extending beyond sixty (60) days after said specified completion date shall be paid for as OTHER SERVICES, as prescribed in ARTICLE 2. Payments to the ENGINEER for said extended SERVICES DURING CONSTRUCTION are to compensate the ENGINEER for the additional expense caused by disruption of work schedules, maintenance of personnel on a standby basis and preserving a readiness to serve more than sixty (60) days beyond the time contemplated in the construction contract.

19. That, the provisions of EPA "Appendix C-1 to 40 CFR Part 35, subpart E which is attached as Attachment 1 to this AGREEMENT is hereby made a part of this AGREEMENT for Phase 2 work only.

20. That, the Scope of Work as defined in ARTICLE 1 for Phase 2 only is based on those Federal regulations in effect on the date of execution of a Task Order for Phase 2. Regulations promulgated after the date of said execution shall be incorporated by Amendment to this AGREEMENT as required. If the ENGINEER's Scope of Work or level of effort is changed by these regulations, the basis of payment as defined in ARTICLE 2 for Phase 2 shall be renegotiated as an Amendment to this AGREEMENT.

21. That, this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

22. That, the OWNER is not committed to the employment of the ENGINEER for Phase 2 work.

ARTICLE 5.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

For City of Wilsonville, Oregon

By William H. Laurie

By Deanna J. Horn

Dated this 15th day of June 1977.

For CH2M HILL, INC.

By Samuel P. Madden

Dated this 27th day of May 1977.

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