



**AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY**

**All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.**

Date: May 20, 2024

**Document:** Professional Services Agreement Task Order #13 - Agate Beach Neighborhood and Dog Park Improvements (22-22022)

**Statement of Purpose:** To provide project management, topographic survey, engineering design, landscape architecture, bidding support, and construction administration for this project identified in the Park Master Plan.

Department Head Signature: C. A. Beady

Remarks, if any: \_\_\_\_\_

City Attorney Review and Signature: David N. Allen Date: 6/03/2024

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

	Signature			Name/Position	Date:
Budget Confirmed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		
Certificate of Insurance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 6/04/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date posted on website: \_\_\_\_\_

**CITY OF NEWPORT**  
**TASK ORDER NO. 13**  
**TO PROFESSIONAL SERVICES AGREEMENT**  
**(CONSULTANT OF RECORD)**  
**FOR AGATE BEACH NEIGHBORHOOD AND DOG PARK IMPROVEMENTS**

This TASK ORDER NO. 13 to the Professional Services Agreement dated April 9, 2021, as amended April 8, 2024, hereinafter called Agreement, between the City of Newport, (CITY), and Harper Houf Peterson Righellis Inc. (ENGINEER).

**A. SCOPE OF SERVICES**

CITY agrees to utilize the services of ENGINEER and ENGINEER agrees to perform project management, topographic survey, engineering design, landscape architecture, bidding support, and construction administration services as required by the CITY for the Agate Beach Neighborhood and Dog Park Improvement Project SET FORTH in Attachment 'A' – Solicitation for Fee Proposal.

**B. CITY'S RESPONSIBILITIES**

CITY to provide ENGINEER with the following information or services:

1. Preparing front end EJCDC specifications, assembling the bid package, and bidding of the project.
2. Day-to-day construction observation.
3. Provide vendor playground equipment, park bench, and water fountain plans and details.
4. A copy of the City's Standard Detail Drawings as they relate to the project.
5. Mapping of the City's GIS utilities.
6. Payment for all permit, agency, and review fees.

**C. COMPENSATION**

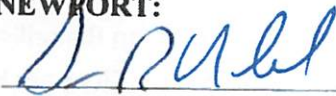
1. CITY shall pay ENGINEER according to the fee schedule set forth in the fee breakdown in Attachment 'A' – Solicitation for Fee Proposal.
2. Services provided under this Task Order shall be paid as a not-to-exceed in the amount of \$99,500 as described in Attachment 'A' – Solicitation for Fee Proposal.

**D. MISCELLANEOUS**


All terms and conditions of the Agreement apply to this Task Order as though fully set forth therein. In the event of a conflict between this Task Order and the Agreement, the terms of this Task Order shall apply.

The parties do mutually agree to all mutual covenants and agreements contained within this Task Order No. 13.

**CITY OF NEWPORT:**

Signature:   
Name: Spencer Nebel  
Title: City Manager  
Date: \_\_\_\_\_

**Harper Houf Peterson Righellis Inc.:**

Signature:   
Name: Beau Braman  
Title: Associate Principal  
Date: 6/5/2024

# Attachment 'A'

## Solicitation for Fee Proposal

### CITY OF NEWPORT

AGATE BEACH NEIGHBORHOOD & DOG PARK

PROFESSIONAL SERVICES

#### Introduction

The City of Newport is requesting a fee proposal from Harper Houf Peterson Righellis Inc. (HHPR) to provide Professional Services for the construction of a 2.19-acre City park located at 185 NW 60<sup>th</sup> St in Newport, Oregon. Anticipated professional services include project management, civil engineering, landscape architecture, and survey. Per the park Master Plan, park amenities are anticipated to be parking, playground equipment, benches, trash receptacles, landscaping, a drinking fountain, upgraded ADA accessible paths, and a dog park.

#### Scope of Services

**Task 1 - Project Management:** Provide Project Management and Coordination for the Park improvements. Task includes 1 neighborhood meeting and 2 in-person meetings at the City. All other required meetings will be virtual to reduce costs for the project.

**Task 2 - Survey:** Provide a Topographic and Boundary Survey of the area delineated in the attached "Survey Limits" PDF. This task includes:

1. All field work required to complete a topographic survey of the subject property and the full width of abutting rights-of-way.
2. Prepare and submit a One Call utility locate request to identify any existing subsurface utilities for the subject property and adjacent public rights-of-way. One call response time may be as much as 10 Business days as allowed by law.
3. A private utility locate will need to be performed to locate underground utilities lying on private property. Such utility locate will be billed as a reimbursable for time and materials for work done by a subcontractor of HHPR.
4. Locate storm and sanitary infrastructure, measure invert elevations and note all pipe diameter, material, and directions whenever possible.
5. Locate trees, 6 inches and greater in diameter when measured at breast height (DBH), identified as coniferous or deciduous, tree tagging is not included in this proposal.
6. All existing visible above ground improvements and grades as needed to prepare a 1-foot contour interval base map.

7. Deliverables to include AutoCAD 2020 C3D electronic drawing and pdf.

**Task 3 – Schematic Design (30%):** HHPR shall prepare Schematic Design level plans including:

1. Grading and Erosion Control Plan
2. Site Demolition Plan
3. Civil Site Plan
4. Sidewalk and Parking Lot Plan
5. Utility Plan
6. Landscape Plan
7. Playground Plan
8. Specifications List
9. Preliminary Construction Cost Estimate
10. Plan Review Meeting (1 online)

**Task 4 – Design Development (60%):** HHPR shall prepare Design Development level plans that include revisions to the schematic design plans plus the following:

1. Sanitary Sewer Plan
2. Storm Sewer Plan
3. Water Plan
4. General Notes
5. Signing and Striping Plan
6. Standard Details
7. Design Build Irrigation Plan
8. Planting Plan
9. Playground Plans
10. Site Furnishing Plans
11. Product Cutsheets
12. Preliminary Specifications
13. Updated Construction Cost Estimate
14. Plan Review Meeting (1 online)

**Task 5 – Construction Drawings:** HHPR will prepare permit level plans that include revisions to the design development plans, plus the following:

1. Review jurisdiction review comments and provide revisions and comment responses as required
2. Final Stamped Plans
3. Final Specifications
4. Final Construction Cost Estimate

**5. Coordination Meeting (1 online)**

**Task 6 – Bidding Support:** During bidding, HHPR will answer contractor bidding questions and prepare revisions as required. Once bids are received, HHPR will review contractor bid pricing

**Task 7 - Construction Administration:** During construction, HHPR will provide the following services:

1. Site visits / construction meetings (2 construction meetings budgeted)
2. Review and provide recommendations for submittals, RFI's, and change orders
3. Prepare punch list items
4. Prepare as-built drawings

**Design Assumptions & Exclusions**

1. The following items are excluded from this scope and fee proposal, but can be provided as additional services, upon request:
  - a. Traffic engineering, lighting design, geotechnical engineering, environmental engineering, electrical engineering, plumbing engineering, mechanical engineering and arborist services
  - b. Cultural resources (historic and archeological)
  - c. Hazardous materials
  - d. Natural resource delineation, mitigation, or Habitat Conservation Area plans.
  - e. Public utility main extensions
  - f. Construction inspection
  - g. Public street frontage improvements
  - h. Stormwater treatment, detention, infiltration and or retention design
2. The City will be responsible for preparing the front end specifications, assembling the bid book and bidding of the project.
3. All permit, agency and review fees are to be paid by City.
4. Major changes to the site plan that affect grading or utilities are not anticipated, but will be considered additional services if design changes are required.
5. The fee should assume that agency review approval can be accomplished within 2 reviews (1 original review, 1 resubmittal review).
6. Playground, bench and water fountain plans and details will be vendor provided. Custom designed equipment will be considered additional services.

8. Signing and striping plans can be completed with standard construction notes and details. The fee does not include traffic engineering.
9. Any dry utilities (electrical, fiber, gas, communications) are to be designed and provided by the utility provider. Consultant shall show points of connection and conduit size/location on the utility plan for coordination.
10. Mileage and printing are included in the fee.
11. As-built drawings will be prepared based on redline mark ups provided by the construction contractor.
12. As installed documentation and warranty materials to be provided by contractor.
13. Any additional required permits or plan set checks outside of what is listed above in the "Scope of Services" will be considered additional services.
14. Surveyor will map any encumbrances listed by a title report to be furnished to surveyor. The surveyor is only obligated to address the location of said encumbrances, as described by the document from which it was created and provided to surveyor.
15. HHPR reserves the right to renegotiate the scope and fee based on conditions of approval provided by jurisdictions during the application processes.
16. HHPR request any maps of the property the owner may have that disclose the location of utilities, structural information, boundary information, or any other information associated with the property.
17. All non-survey information will be obtained through phone calls, on-line databases, etc. Surveyor cannot make an opinion or certification as to the accuracy or validity of such third-party information.
18. Unless directed otherwise by client and/or their representatives, HHPR will establish horizontal control coordinates on the Oregon Coordinate Reference System (OCRS), Oregon Coast Zone, NAD 83 (2011) epoch 2010.00, International Feet. Vertical datum will be based upon NAVD88 established by GPS methods.
19. The site is accessible.
20. Surveyor will recover monuments necessary for determining the boundary and location of the subject property and abutting rights-of-way. No new monuments will be set, and the surveyor will not prepare a record of survey.
21. The Fee includes 1 site visit to prepare a "punch list". Additional required visits will be consider additional services..

### **Attachments**

**Agate Beach Neighborhood & Dog Park Master Plan – Survey Limits**

**Fee**

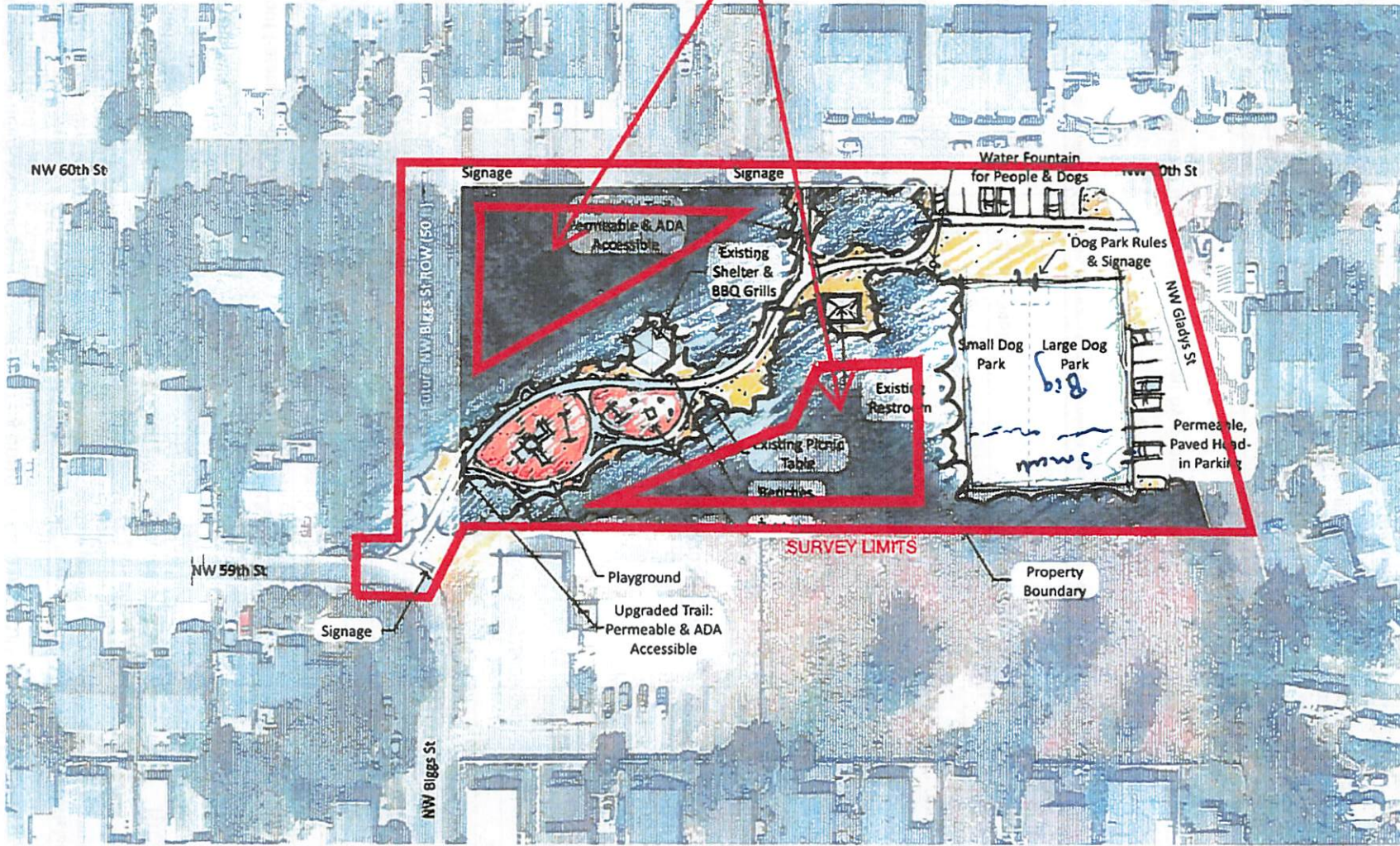
Based upon the Introduction, Scope of Services, Design Assumptions and the attached Survey Limits Exhibit, Harper Houf Peterson Righellis Inc. proposes to be compensated on a time and material basis with a not to exceed amount of **\$99,500.**

	<b><u>CE Fee</u></b>	<b><u>LA Fee</u></b>	<b><u>Survey Fee</u></b>
Task 1: Project Management/Coordination:	\$15,000	\$0	\$0
Task 2: Topographic and Boundary Survey:	\$500	\$0	\$30,000
Task 3: Schematic Design SD (30%):	\$5,000	\$5,000	\$0
Task 4: Design Development DD (60%):	\$10,000	\$7,000	\$0
Task 5: Construction Documents CD (100%):	\$8,000	\$10,000	\$0
Task 6: Bidding Support:	\$500	\$500	\$0
Task 7: Construction Administration:	\$4,000	\$4,000	\$0



ATTACHMENT A

Area is excluded from topographic survey



City of Newport: Park System Master Plan - Agate Beach Neighborhood and Dog Park

NORTH  
Scale: 1" = 60'  
0' 30' 60' 120'  
NEWPORT GREAT LAKES