


A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO ENTER INTO AN)
AGREEMENT WITH CH2M HILL TO PROVIDE)
WASTEWATER TREATMENT PLANT STARTUP)
AND PLANT OPERATIONS ASSISTANCE.)

RESOLUTION NO. 26
for 1977

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON
AS FOLLOWS:

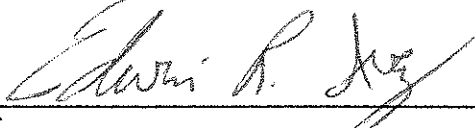
Section 1. That the Mayor and Recorder of the City of Lebanon
are hereby authorized and directed to enter into an agreement with
CH2M Hill to provide startup and plant operations assistance at the
City's Wastewater Treatment Plant. A copy of said agreement is
attached hereto.

Passed by the Council by a vote of 5 for and 0 against
and approved by the Mayor/^{pro tem}this 8th day of June, 1977.



Mayor pro tem

ATTEST:



Recorder



TASK ORDER NO. 1

The following revisions amend the AGREEMENT TO FURNISH ENGINEERING SERVICES TO THE CITY OF LEBANON, OREGON (FOR) WASTEWATER TREATMENT PLANT IMPROVEMENTS, dated 24 June 1975, as fully and completely as if set forth therein.

1. ARTICLE I. E. (OTHER SERVICES), delete as written and substitute:

Furnish plant startup and plant operations assistance when such services are requested by the OWNER by:

1. Assisting the OWNER in the recruiting, selection, and hiring of operating staff necessary to supplement the needs of the present staff.
 2. Assisting the OWNER in the development of job descriptions for each of the various operating tasks or positions required for the the project and ancillary facilities constructed by the OWNER.
 3. After substantial completion of operable units and acceptance of such units from the construction contractor by the OWNER, provide assistance and supervision as required to train the OWNER's personnel for operation and maintenance of the new facilities.
 4. Provide revisions to the Operations and Maintenance Manual based on Items 1 through 3.
2. ARTICLE II, revise Item 4 to read as follows:

As consideration for providing the services enumerated in ARTICLE IE, Item 8, the OWNER shall pay the ENGINEER's Direct Salary expended for services, plus a percentage of Direct Salary for Salary Overhead, plus a percentage of Direct Salary for General Overhead, plus direct expenses in connection therewith, plus a Fixed Dollar Profit of Two Thousand One Hundred Sixty Six Dollars (\$2,166). The Cost Ceiling represented by Direct Salary, plus Salary and General Overheads and direct expenses shall not exceed Fourteen Thousand Four Hundred Forty Two Dollars (\$14,442) without a formal Amendment of this Agreement. A change of scope is not a prerequisite to issuance of said Amendment.

The Fixed Dollar Profit may be changed by an Amendment to this Agreement which increases the scope of work.

3. ARTICLE III, revise Item 3 to read as follows:

Payment to the ENGINEER as prescribed in ARTICLE II, Item 4, is to be made within 30 days after date of billing the amount due for services rendered during the month based on salaries expended plus Salary Overhead, General Overhead, plus Direct Expense, and a proportionate amount of the Fixed Dollar Profit.

For the purpose of monthly payment, the Salary and General Overheads shall be those rates specified in Article IV-6. Upon completion of a final audit for any calendar year, a credit or payment may be made to correct the payment for work performed during said calendar year on cost reimbursement type elements.

Upon completion of PLANT STARTUP AND INITIAL PLANT OPERATION SERVICES, and within 30 days after date of billing, the final amount due for the services rendered including any portion of the Fixed Dollar Profit for said service not previously paid.

4. ARTICLE IV-6, & IV-7, DELETE AS WRITTEN AND SUBSTITUTE:

6. That, the ENGINEER's Direct Salary is defined as the amount of the wages or salaries of the ENGINEER's employees working on the PROJECT.

That, the ENGINEER's Salary Overheads are defined as a percentage of Direct Salary 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, Workmen'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 projected percentage for this Agreement currently is 36.3 percent of direct wages and salaries of the ENGINEER's employees.

That, the ENGINEER's General Overhead Costs are defined as a percentage of Direct Salary and consists of those general and administrative costs, exclusive of salary overheads included under Paragraph E, 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 projected General Overhead Costs for this Agreement are 108.7 percent of Direct Salary Costs.

7. 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. 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 rate of fifteen cents (\$0.15) per mile when the ENGINEER's own automobiles are used, meals and lodging, laboratory tests and analyses, computer services, magnetic card typewriter service, telephone, printing, binding, and multilith charges.

5. ARTICLE IV, ADD THE FOLLOWING:

24. 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 except as modified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate this 9 day of June, 1977.

For THE CITY OF LEBANON, OREGON

By

Edwin R. Ivey
Edwin R. Ivey
City Administrator

For CH2M HILL, INC.

By

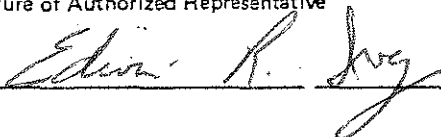
Jerry Boyle
Jerry Boyle, Director
Wastewater Reclamation

PART I - GENERAL

1. GRANTEE CITY OF LEBANON, OREGON	2. GRANT NUMBER C410446
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CH2M HILL, INC.	4. DATE OF PROPOSAL 6/77
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 1600 S.W. WESTERN BLVD. CORVALLIS, OR 97330	6. TYPE OF SERVICE TO BE FURNISHED PROFESSIONAL SERVICES FOR PLANT STARTUP AND INITIAL PLANT OPERATION

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
ES IV	96	\$ 12.84	\$ 1,233	
ES IV	280	11.89	3,330	
EN III	24	9.75	234	
EN II	56	9.03	506	
DIRECT LABOR TOTAL:				
8. INDIRECT COSTS (Specify indirect cost pools)				
	RATE	x BASE =	ESTIMATED COST	
Salary Overheads @ 36.3% of Direct Labor		\$	\$ 1,925	
General and Administrative Overheads @ 108.7% of Direct Labor			5,764	
INDIRECT COSTS TOTAL:				
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$ 300	
(2) PER DIEM			\$ 150	
TRAVEL SUBTOTAL:			\$ 450	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
Printing			\$	\$ 300
Supplies for Training				600
Misc. (Telephone, etc.)				100
EQUIPMENT SUBTOTAL:				1,000
c. SUBCONTRACTS			ESTIMATED COST	
			\$	
SUBCONTRACTS SUBTOTAL:			\$	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
OTHER SUBTOTAL:			\$	
e. OTHER DIRECT COSTS TOTAL:			\$ 1,450	
10. TOTAL ESTIMATED COST				\$ 14,442
11. PROFIT				\$ 2,166
12. TOTAL PRICE				\$ 16,608

APPLICATION FOR FEDERAL ASSISTANCE (FOR CONSTRUCTION PROGRAMS) PART I		1. State Clearinghouse Identifier 7509-2-930		
		2. Applicant's Application No. C410446		
3. Federal Grantor Agency Environmental Protection Agency		4. Applicant Name City of Lebanon		
Organizational Unit Region X		Department Division City Administrator		
Administrative Office Grants Administration Branch		Street Address - P. O. Box 925 Main Street		
Street Address - P. O. Box 1200 Sixth Avenue		City Lebanon	County Linn	
City Seattle	State Washington	Zip Code 98101	State Oregon	Zip Code 97355
5. Descriptive Name of the Project City of Lebanon, Wastewater Treatment Plant Expansion, Step III				
6. Federal Catalog No. 66.418		7. Federal Funding Requested \$ 3,120,765		
8. Grantee Type _____ State, _____ County, XXXXXX City, _____ Other (Specify)				
9. Type of Application or Request _____ New Grant, _____ Continuation, XXXXXX Supplement, _____ Other Changes (Specify)				
10. Type of Assistance XXXXXX Grant, _____ Loan, _____ Other (Specify)				
11. Population Directly Benefiting from the Project 15,000		13. Length of Project 18 months		
12. Congressional District a. second		14. Beginning Date March 14, 1977		
b.		15. Date of Application June 15, 1977		
16. The applicant certifies that to the best of his knowledge and belief the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant. The applicant agrees that if a grant is awarded on the basis of this application or any revision or amendment thereof, it will comply with all applicable statutory provisions and with the applicable terms, conditions, and procedures of the Environment Protection Agency grant regulations (40 CFR Chapter 1, Subchapter B) and of the grant agreement.				
Typed name Edwin R. Ivey		Title City Administrator	Telephone Number	
Signature of Authorized Representative 		Area Code 503	Number 258-3185	Ext.
		For Federal Use Only		

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No. 66.418
- 2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$ -	\$ 75,900
2. Preliminary expense			
3. Land structures, right-of-way			
4. Architectural engineering basic fees		-	49,000
5. Other architectural engineering fees	8,839	+16,608	25,447
6. Project inspection fees		-	101,823
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement		-	3,795,000
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	4,030,562	+16,608	4,047,170
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	4,030,562	+16,608	4,047,170
17. Less: Ineligible Exclusions			
18. Add: Contingencies			113,850
19. Total Project Amt. (Excluding Rehabilitation Grants)	4,144,412	+16,608	4,161,020
20. Federal Share requested of Line 19	3,108,309	+12,456	3,120,765
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)	3,108,309	+12,456	3,120,765
23. Grantee share	1,036,103	+4,152	1,040,255
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$ 4,144,412	\$ +16,608	\$ 4,161,020

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 1,040,255
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	933,048
e. Tax Levies	
f. Non Cash	
g. Other (Explain) -- Sewer System Charge--31,307 -- In-Kind Services --75,900	107,207
h. TOTAL – Grantee share	1,040,255
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	0
29. TOTAL	\$ 1,040,255

SECTION E – REMARKS