

AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE
CITY OF NEWBERG, OREGON
FOR
DRILLING OF EXPLORATORY TEST WELLS

1. In consideration of a fee for services as set forth herein, the firm of CORNELL, HOWLAND, HAYES & MERRYFIELD, INC., hereinafter referred to as the ENGINEER, agrees to provide engineering services to the CITY OF NEWBERG, OREGON, hereinafter referred to as the CITY, for drilling of exploratory test wells.

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

- A. Select drilling sites in cooperation with the City Engineer.
- B. Prepare plans and specifications for the drilling of exploratory test wells, and for determining the yield of test wells.
- C. Prepare forms for test drilling, proposals, advertisement, drilling contract, and bond, subject to the approval of the CITY.
- D. Furnish sufficient copies of plans and specifications for obtaining bids and for the test drilling.
- E. Receive and tabulate drilling proposals; report the results to the CITY; and assist in awarding a contract for the drilling work.
- F. Meet with the CITY or its representatives when requested and necessary for consultation or conferences.
- G. Visit the site of the work as necessary during the drilling and test pumping operations.
- H. Interpret the well logs and pumping tests.
- I. Collect and analyze samples in the ENGINEER'S laboratory and, receive and pass on reports by other testing laboratories of their analyses of water samples collected from the test wells.
- J. Upon completion of the work, submit a letter report to the CITY and recommend any further action which may be indicated.
- K. Assist with the application to the State Engineer for a water right, if requested.

3. As consideration for providing the engineering services listed under Item 2, the CITY agrees to pay the ENGINEER the amount of the ENGINEER'S Payroll Costs (as defined in 5-A) expended for the services, plus sixty-five percent (65%) of such Payroll Costs for general overhead and readiness to serve, plus twenty-five percent (25%) of the total for fee, plus direct expenses in connection therewith, including mileage at the rate of ten cents (\$0.10) per mile from the ENGINEER'S Portland offices.

4. Payment of the fees to the ENGINEER as provided for in Item 3 hereof is to be made as follows:

A. Within ten (10) days after the last day of each month during which engineering work has been in progress, ninety percent (90%) of the ENGINEER'S estimate of the value of the work accomplished by the ENGINEER during the month.

B. Within thirty (30) days after submission to the CITY of the evidence of the completion of the work, the balance due.

5. It is further mutually agreed by the parties hereto:

A. That the ENGINEER'S Payroll Costs are defined as the amount of the wages or salaries of the ENGINEER'S employees working on the project, plus fifteen percent (15%) of such wages or salaries to cover all taxes, contributions, and insurance premiums measured by or applicable to such wages or salaries; such as, but not limited to, workmen's compensation insurance, social security, State and Federal unemployment insurance, public liability and property damage insurance, medical-hospital insurance, salary continuation insurance, and pro rata allowances for vacation, sick leave, and holiday pay.

B. That the CITY shall pay for required bacteriological, chemical, mechanical, or other tests; the services of a consulting geologist, if recommended by the ENGINEER during the drilling work; and a soils resistivity survey if required; except that the ENGINEER shall not order such tests or investigations to be made without prior approval of the CITY, the Mayor and City Engineer to have authority to give such approval within the limits of the exploratory work authorized by the Council.

C. That the CITY shall pay for advertisements, permits, licenses, etc., as may be required by local, State, or Federal authorities, and shall secure the necessary land, easements, and rights-of-way.

D. That insofar as the work under this Agreement may require, the CITY shall furnish the ENGINEER all field survey data of the drilling sites, boundaries, and rights-of-way necessary to complete the work.

E. 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.

6. IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate this 12 day of JANUARY, 1968.

For the CITY OF NEWBERG, OREGON

By _____
Durell Belanger, Mayor

For CORNELL, HOWLAND, HAYES &
MERRYFIELD, INC.

By Fred E. Harem
Fred E. Harem, Water Projects Mgr.

Oregon Engineering Registration
No. 3558