KCM #201-17
June 17, 1981

FILE COPY

Mr. Bob Sanders, P.E.
City Engineer
City of Newberg
City Hall
414 East First Street
Newberg, OR 97132

RE: Water System Improvements
Professional Services Contract

Dear Mr. Sanders:

As requested, I have summarized the historical development of our professional services contract with the City. I have listed the amendment, a brief description of the change, and the change in cost.

<u>Amendment</u>	<u>Change in Scope Amount</u>	<u>Contract Sum Total</u>
Original Estimate of Professional Services (December 7, 1979)		\$ 246,353
Amendment No. 1 (December 10, 1979): Change in scope of work to add stabili- zation study to project as requested by Ernie Heister	\$ 3,224	\$ 249,577
Amendment No. 2 (June 24, 1980): Change in scope of work as a result of City Council decision to use bridge crossing in lieu of originally contracted under river crossing	\$ 18,229	\$ 267,806
Amendment No. 3 (September 24, 1980): Change in scope of work to design Springbrook Road distribution main, as requested by Mr. Gilbert	\$ 34,907	\$ 302,713
Amendment No. 4 (pending): Extra work required for rebid of transmission line project	\$ 25,245	\$ 327,958

Mr. Bob Sanders, P.E.
City of Newberg
June 17, 1981
Page 2

I hope this summary helps with the background of the contract.

The increase in professional services contract has been as a result of requests by the City for additional work. The amendments to the contract reflect actual increases in the work, not merely attempts to increase our fees.

We hope that you have been pleased with this arrangement, and with our response to your needs. We feel the latest request is fair in view of our additional work and trust that you will favorably present it to the public works committee.

Sincerely,

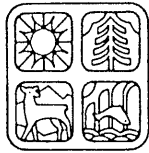
KRAMER, CHIN & MAYO, INC.



Gareth S. Ott, P.E.
Project Leader

GSO:plb

cc: Ed Sigurdson
Mike Soderquist



KCM #201-17
June 9, 1981

Mr. Bob Sanders, P.E.
City Engineer
City of Newberg
414 East First Street
Newberg, OR 97132

RE: Water System Improvement - Engineering Services Agreement

Dear Mr. Sanders:

As we have mentioned verbally and in previous correspondence, we are approaching our estimated agreement maximum for construction administration on the transmission line work. We are formally requesting an increase in our project budget based on an expansion of the original scope of work for a number of project elements. These elements relate primarily to the transmission line and the bridge. This letter presents a rather thorough breakdown of the elements plus a detailed man-hour analysis of the work remaining to complete the jobs.

The original time schedule upon which our existing estimates and agreement are based called for completion of construction in five months. Due to rebidding and other factors to be explained, this construction period has nearly tripled to 14 months, and the number of contracts expanded from one to four, resulting in a major increase in contract administration effort and costs by KCM. This can be seen on the attached schedule. We have not yet processed a request for this increase as we had not approached the upper limit of the existing agreement.

The following items will be presented for consideration: 1) rebid of the original transmission line work; 2) preparation of new drawings and specifications for the bridge painting work; and 3) administration and observation of four contracts (in lieu of one) for the pipeline and painting work.

In addition to the above items, we have experienced a ten percent average salary increase effected March 1, 1981. The total cost request for all extra work is \$25,245. If you find this request acceptable, a signature space has been provided at the end of this letter, thus making it Amendment No. 4 to the original agreement.

A detailed explanation follows. Backup data is included in the attached material.

Mr. Bob Sanders, P.E.
City of Newberg
June 9, 1981
Page 2

1. Rebid of the Original Transmission Line Project (Pipeline Work):

Because the original low bid was substantially higher than the engineer's estimate, and because of a problem with the bid proposal of Stadel Pump and Construction, all bids were rejected by the City. New plans and specifications were requested and prepared. This involved contact with the contractors to assess the project and to analyze methods to reduce costs. It also involved revising the specification and pulling out the paint work and bidding the job as two schedules.

A \$8,397 cost was incurred for this work and is made up of actual expenses (labor and printing) between July 30 and October 1 (two months) on Job No. 201-12 and 201-17. The additional expense of this engineering proved highly cost effective, as a savings of \$150,000 was realized by the City in bid reductions.

2. Preparation of the Transmission Line Bridge Renovation (Painting) Drawings and Specifications:

This involved engineering and printing costs to prepare the new contract documents, and included additional research regarding coating systems, engineering, printing, and clerical costs. Actual costs for this work to date has amounted to \$4,310.

3. Construction Administration:

As a result of splitting up the job, KCM has or will be responsible for administering four contracts rather than a single contract as originally estimated. In addition the contracts have been spread over a longer time period.

KCM has or will be responsible for 13 contractor months of administration. This is nine months (36 weeks) more than the four contractor months in the original schedule and more than tripled the construction time. (See the attached schedule for details).

Contract administration (separate from observation) is made up of many on-going elements such as progress reporting, invoices, submittals, payment requests, change orders, telephone calls to owner, and contractors. Typically this continuous almost daily work has amounted to an average of one hour per week for the project manager, four hours per week for the project leader, and two hours a week for clerical staff.

Administration of the 36 extra contractor weeks totals \$8,683 (see attachments).

Mr. Bob Sanders, P.E.
City of Newberg
June 9, 1981
Page 3

As originally estimated, one inspector could observe the painting and pipeline work in the same effort. This efficiency in utilization of manpower was lost when the jobs were separated. Actual expended costs for the underground inspection has amounted to \$3,855. All of this work was to be accomplished at the same time as the bridge renovation. It becomes additional work as it preceded the bridge renovation construction.

The total identified extra work is as follows:

ITEM	Additional Engineering Services	Original Professional Services Fee
Original Construction Management		\$33,858
Rebid of Transmission Line (Pipeline Work)	\$ 8,397	
Preparation of Bridge Painting Drawings and Specifications	4,310	
Construction Administration of Additional Contracts	12,780	
Adjusted Total Construction Mgmt.		\$59,103

The above costs represent actual additional costs experienced by KCM in separating the bids and extending the construction period. This extra effort has resulted in a direct savings to the City of over \$125,000. We are pleased to have been able to assist the City in achieving these savings.

We have been extremely pleased with our relationship with the City. We feel our effort has partially been reflected in the fact that the City may have sufficient funds to construct the Springbrook Road line, and the City's two pipeline jobs have been completed at or below the contract price (\$18,500 under total) and the Water Treatment Plant Expansion is expected to be under by \$15,000. We have not merely acted as inspectors on these jobs but have continued to provide engineering evaluation for the work and have managed the construction to provide the City with a quality project, within budget.

Kramer, Chin & Mayo, Inc.

Robert Sanders, P.E.
City of Newberg
August 9, 1981
Page 2

You can authorize an extension of professional services for the bridge renovation by signing in the space provided below. This document will then simply be Amendment No. 4 to our original professional services agreement. For clarity in accounting, billings of the bridge renovation effort will be separated from the other elements of the contract. Amendment No. 4 will amend the professional services agreement as follows:

- (1) (Page 1) Section E - "The compensation for these services to be paid to KCM shall be as outlined on Attachment B. Without prior authorization from the Client this compensation shall not exceed ~~\$361,816~~ 327,952 *PLS 8/15/81*"
"In the event the services beyond those specified in the scope of services and included in the compensation above are required, KCM shall submit a fee estimate for such services and the contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services."
- (2) (Page 11.6 through 11.9) "Attachment A - Addendum No. 4 (copy enclosed) additional estimate of professional services itemization sheet (Page 11.6 through 11.9) for the Bridge Renovation Construction Administration are hereby incorporated."

Thank you for consideration of this scope of work expansion. Should you have any questions regarding this request for increase in fee or the attached information, please call Ed Sigurdson or me.

Respectfully submitted,

KRAMER, CHIN & MAYO, INC.

Gareth S. Ott
Gareth S. Ott, P.E.
Project Leader

GSO:plb

Enc.

cc: Ed Sigurdson
Mike Soderquist

ACCEPTED AND EXECUTED this 5 day of August, 1981 by
Robert J. Sanders, for the City of Newberg.
Robert Sanders, P.E.

WATER SYSTEM IMPROVEMENT

Date: June 9, 1981

Level of Effort Staff Hours		Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
No. Task	Transmission Line - Extra Work					
1.	REBID OF ORIGINAL TRANSMISSION LINE PROJECT (PIPELINE WORK)					
	<u>HOURS</u>					
	Michael Soderquist	213	--	--	--	--
	Ed Sigurdson	89	--	--	--	--
	Roy Geiselman	18	--	--	--	--
	Gareth Ott	--	1,245	--	--	--
	C.P. Westwood	--	--	241	--	--
	Philip Ross	--	--	84	--	--
	Greg Berry	--	--	75	--	--
	Elen Deming	--	--	--	188	--
	Gordon Fuller	--	--	--	106	--
	Sara Baker	--	--	--	--	179
	Becky McCloskey	--	--	--	--	6
	Patti Bass	--	--	--	--	2
	Sandra Stollery	--	--	--	--	70
	Jenny Talton	--	--	--	--	75
	Tom Petrie	--	--	--	--	11
	Debra Wright	--	--	--	--	3
TOTAL HOURS		17.0	104.0	30.0	39.5	51.0
HOURLY RATE						
SUBTOTAL		320	1,245	400	294	346
TOTAL DIRECT JOB WAGES						2,605
OVERHEAD COST x 1.86						4,845
TRAVEL AND PER DIEM						--
PRINTING AND PUBLICATIONS x 1.1						947
OTHER						--
TOTAL COST						--
PROFESSIONAL FEE						--
TOTAL COMPENSATION						8,397
APPROVED _____						

Estimate of Professional Services

CLIENT/PROJECT

NEWBERG/WATER SYSTEM IMPROVEMENT

No: _____

Sheet: 117 of 13

Date: June 9, 1981

Level of Effort Staff Hours		Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
No. Task						
2. PREPARATION OF THE TRANSMISSION LINE BRIDGE RENOVATION (PAINTING) DRAWINGS AND SPECIFICATIONS						
	<u>HOURS</u>					
Michael Soderquist	2.0	42	--	--	--	--
Ed Sigurdson	7.5	131	--	--	--	--
Gareth Ott	33.0	--	431	--	--	--
Mark Knudson	1.0	--	--	12	--	--
Jerry Minor	9.5	--	--	119	--	--
Ed Derrick	4.0	--	--	70	--	--
Elen Deming	2.0	--	--	--	15	--
Sara Baker	15.5	--	--	--	--	131
Patti Bass	51.0	--	--	--	--	339
Tom Petrie	6.0	--	--	--	--	43
TOTAL HOURS		9.5	33.0	14.5	2.0	72.5
HOURLY RATE						
SUBTOTAL		173	431	201	15	513
TOTAL DIRECT JOB WAGES						1,333
OVERHEAD COST x 1.86						2,479
TRAVEL AND PER DIEM						--
PRINTING AND PUBLICATIONS x 1.1						498
OTHER						--
TOTAL COST						--
PROFESSIONAL FEE						--
TOTAL COMPENSATION						4,310

Estimate of Professional Services

No: _____

CLIENT/PROJECT

Sheet: 1.8 of 13

NEWBERG/WATER SYSTEM IMPROVEMENT

Date: June 2, 1981

No. Task		Level of Effort Staff Hours	Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
3. ADDITIONAL CONSTRUCTION ADMINISTRATION							

Estimate of Professional Services

No: _____

CLIENT/PROJECT

Sheet: 11.9 of 13

NEWBERG/WATER SYSTEM IMPROVEMENT
SUMMARY

Date: June 9, 1981

Level of Effort Staff Hours No. Task	Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
1. REBID OF ORIGINAL TRANSMISSION LINE PROJECT (PIPELINE WORK)	320	1,245	400	294	346
2. PREPARATION OF THE TRANSMISSION LINE BRIDGE RENOVATION (PAINTING) DRAWINGS AND SPECIFICATIONS	173	431	201	15	513
3. ADDITIONAL CONSTRUCTION ADMINISTRATION					
3.1 Administration	645	1,921	--	--	470
3.2 Construction Observation (Underground Pipeline)	--	--	1,348	--	--
TOTAL HOURS	62.5	281.0	152.5	41.5	195.5
HOURLY RATE					
SUBTOTAL	1,138	3,597	1,949	309	1,329
TOTAL DIRECT JOB WAGES					8,322
OVERHEAD COST x 1.86					15,478
TRAVEL AND PER DIEM					--
PRINTING AND PUBLICATIONS x 1.1					1,445
OTHER					--
TOTAL COST					25,245
PROFESSIONAL FEE					--
					--
TOTAL COMPENSATION					25,245
APPROVED _____					



June 23, 1980

KCM # 201

Mr. Bob Sanders
Public Works Director
City of Newberg
City Hall
414 East First Street
Newberg, OR 97132

RE: Water System Improvements - Bid Schedule

Dear Bob:

Below is our tentative schedule for bidding the water system improvements projects. Please review the dates and let me know if there are any conflicts.

<u>Job</u>	<u>Advertise</u>	<u>Bid</u>	<u>Completion</u>
Bridge Crossing	July 7, 1980	July 29 - 2 PM, 1980	90 Calendar Days
Distribution Main	July 14, 1980	July 28, 1980	180 Calendar Days
Water Treatment	July 14, 1980	August 4, 1980	75 Calendar Days
Plant Expansion	July 14, 1980	August 4, 1980	75 Calendar Days

Traffic only 3

Aug 4

Please call if you have any questions.

Sincerely,

KRAMER, CHIN & MAYO, INC.

Gareth S. Ott

Gareth S. Ott, P.E.
Project Leader

GSO:plb

cc: M. C. Gilbert
Ed Sigurdson

07

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO.201-0
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. OTT

CLIENT: NEWBERG,OR

PROJECT: WTR SYS IMP-PROJ MGM

	JOB TOTALS		
	PERSONAL EXPENSES		OTHER EXPENSES
	1ST HALF	2ND HALF	
(3) KCM AUTO COST	0.00	0.00	1.50
PERIOD TOTAL	0.00	0.00	1.50

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	0.00	0.00	1.50	1.50
COSTS TO DATE	2797.01	0.00	1002.61	3799.62

Other

$$1.50 \times 1.10 = 1.65$$

07

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO.201-2
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. OTT

CLIENT: NEWBERG,OR

PROJECT: WS-IMP-TRANSMN LINE

	JOB TOTALS		
	PERSONAL EXPENSES		OTHER EXPENSES
	1ST HALF	2ND HALF	
(3) KCM AUTO COST	0.00	0.00	209.70
(7) EM. AUTO RENT	9.60	0.00	0.00
(11) REPRODUCTION	0.00	0.00	253.43
(13) MISCELLANEOUS	0.00	0.00	130.35
(14) TELEPHONE	0.00	0.00	6.75
PERIOD TOTAL	9.60	0.00	600.23

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	0.00	9.60	600.23	609.83
COSTS TO DATE	7853.92	61.66	3515.38	11430.96

Other $600.23 \times 1.10 = 660.25$
 Personal $9.60 \times 1.10 = \underline{10.56}$
 670.81

07

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO.201-5
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. OTT

CLIENT: NEWBERG,OR

PROJECT: WS IMP DISTRIB MAIN

	JOB TOTALS		
	PERSONAL EXPENSES		OTHER EXPENSES
	1ST HALF	2ND HALF	
(11) REPRODUCTION	0.00	0.00	291.00
(13) MISCELLANEOUS	0.00	0.00	5.55
(14) TELEPHONE	0.00	0.00	3.48
PERIOD TOTAL	0.00	0.00	300.03

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	0.00	0.00	300.03	300.03
COSTS TO DATE	6342.39	69.39	3365.49	9777.27

Other $300.03 \times 1.10 = 330.03$

07

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO. 201-6
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. OTT

CLIENT: NEWBERG, OR

PROJECT: WS IMP-WIP EXPANSION

	JOB TOTALS		OTHER EXPENSES
	PERSONAL EXPENSES 1ST HALF	2ND HALF	
(3) KCM AUTO COST	0.00	0.00	91.20
(11) REPRODUCTION	0.00	0.00	1174.81
(12) CONTRACT SERVICE	0.00	0.00	48.75
(13) MISCELLANEOUS	0.00	0.00	8.50
(14) TELEPHONE	0.00	0.00	4.13
PERIOD TOTAL	0.00	0.00	1327.39

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	0.00	0.00	1327.39	1327.39
COSTS TO DATE	15814.55	680.54	16127.29	32622.38

Other $1278.64 \times 1.10 = 1406.50$

Contract
Service $48.75 \times 1.117 = \frac{54.45}{1460.95}$

R&W ENGINEERING, INC.

SKYLINE BUILDING • SUITE 104 New Address Effective Sept. 1, 1980:
2041 S.W. 58th AVENUE
PORTLAND • OREGON • 97221 6223 S. W. Canyon Court
503 • 297-5676 Portland, Oregon 97221

25.01

August 28, 1980

Kramer, Chin & Mayo, Incorporated
10 S. W. Ash
Portland, Oregon 97204

Attention: Mr. Tom Petrie

RECEIVED
AUG 29 1980
PORTLAND OFFICE
Kramer, Chin & Mayo, Inc.
SEP 4 - 1980
KRAMER, CHIN & MAYO, INC.
OK FOR PAYMENT
650 9-2-80

BILLING INVOICE

Electrical engineering services for the City of Newberg water system improvements, for Construction Services, June 25 through August 25, 1980. (Your work order No. 1471).

Engineer 1.5 hours @ \$32.50 \$48.75

TOTAL \$48.75
PREVIOUSLY BILLED NOT RECEIVED 134.32
TOTAL DUE \$183.07

PORTLAND

Mark C. Wirfs
Mark C. Wirfs, P.E.

WO # 1471

201-06-40-12

702-40-12

RETURN TO ACCOUNTING BY 9-8		
TO	INITIAL	JOB NO.
<i>S. M.</i>		
DO NOT WRITE BELOW THIS LINE		
ACCOUNT NO.		702-40
JOB NO.		201-06-40-12

PAYMENT CONDITIONS

- ☐ 30 DAYS
☐ 60 DAYS
☒ 15 DAYS AFTER KCM PAYMENT RECEIVED
☐ OTHER WO # 1471

ENTERED AUG 29 1980

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO.201-7
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. OTT

CLIENT: NEWBERG, OR

PROJECT: WS IMP BRIDG DEMOLTN

400 PATRICIA A. GEORGE

0.50 3.15

PERIOD TOTAL

0.50 3.15 0.00 0.00

MONTH TOTAL HOURS

0.50

MONTH TOTAL WAGES

3.15

JOB TOTALS

PERSONAL EXPENSES

OTHER EXPENSES

1ST HALF 2ND HALF

(1) AIR FARE	0.00	0.00	35.34
(3) KCM AUTO COST	0.00	0.00	430.50
(5) MEALS	0.00	0.00	37.03
(11) REPRODUCTION	0.00	0.00	1.05
(12) CONTRACT SERVICE	0.00	0.00	740.00
(13) MISCELLANEOUS	0.00	0.00	42.60
(14) TELEPHONE	0.00	0.00	14.03

PERIOD TOTAL

0.00 0.00 1300.55

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	3.15	0.00	1300.55	1303.70
COSTS TO DATE	2784.61	10.80	10073.43	12868.84

Labor $.5 \text{ hours} = 3.15 \times 2.86 = 9.01$
 Other $560.55 \times 1.10 = 616.61$
 Contract $740.00 \times 1.117 = 826.58$
 Service 1452.20

R&W ENGINEERING, INC.

25.04

SKYLINE BUILDING • SUITE 104 New Address Effective Sept. 1, 1980:
2041 S.W. 58th AVENUE
PORTLAND • OREGON • 97221 6223 S. W. Canyon Court
503 • 297-5676 Portland, Oregon 97221

August 28, 1980

Kramer, Chin & Mayo, Inc.
10 S. W. Ash
Portland, Oregon 97204

Attention: Mr. Tom Petrie

OK FOR
PAYMENT
130 9-2-80
RECEIVED
SEP 02 1980
PORTLAND OFFICE
Kramer, Chin & Mayo, Inc.
RECEIVED
SEP 4-1980
KRAMER, CHIN & MAYO, INC.

BILLING INVOICE

For electrical engineering services for the City of Newberg bridge navigation lighting systems, through August 25, 1980. (Your work order No. 1759).

Engineer	7 hours @ \$35.00	\$245.00
Draftspersons	30 hours @ \$16.50	\$495.00

TOTAL DUE

\$740.00

PORTLAND

Mark C. Wirfs, P.E.

201-07-40-12

WO# 1759

702-40-12

RETURN TO ACCOUNTING BY 9-8		
TO	INITIAL	JOB NO.
<i>S/mes</i>		
DO NOT WRITE BELOW THIS LINE		
ACCOUNT NO. 702-40		
JOB NO. 201-07-40-12		

PAYMENT CONDITIONS	
☒ 30 DAYS	
☐ 60 DAYS	
☒ 15 DAYS AFTER KCM PAYMENT RECEIVED	
☐ OTHER	WO# 1759

ENTERED AUG 29 1980

please
deposit
& pay
from
regular
account

07

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO.201-8
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. OTT

CLIENT: NEWBERG,OR.

PROJECT: BANK STABILIZTN STDY

269 EDWARD A. SIGURDSON			2.50	40.55
PERIOD TOTAL	0.00	0.00	2.50	40.55
	MONTH TOTAL HOURS		2.50	
	MONTH TOTAL WAGES			40.55

	JOB TOTALS		OTHER EXPENSES
	PERSONAL EXPENSES		
	1ST HALF	2ND HALF	
(14) TELEPHONE	0.00	0.00	15.37
PERIOD TOTAL	0.00	0.00	15.37

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	40.55	0.00	15.37	55.92
COSTS TO DATE	76.64	13.68	5818.24	5908.56

labor 2.5 hours = $40.55 \times 2.86 = 115.97$
 other $15.37 \times 1.10 = 16.91$
132.88

07

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO.201-9
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. UTT

CLIENT: NEWBERG,OR

PROJECT: POST DESIGN ASSIST

345 JAMES F LYNCH			1.00	17.29
PERIOD TOTAL	0.00	0.00	1.00	17.29
	MONTH TOTAL HOURS			1.00
	MONTH TOTAL WAGES			17.29

	JOB TOTALS		OTHER EXPENSES
	PERSONAL EXPENSES 1ST HALF	2ND HALF	
(14) TELEPHONE	0.00	0.00	0.59
PERIOD TOTAL	0.00	0.00	0.59

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	17.29	0.00	0.59	17.88
COSTS TO DATE	39.79	13.68	0.59	54.06

Labor 1.0 hours = $17.29 \times 2.86 = 49.45$

Other $.59 \times 1.10 = \underline{.65}$
 50.10

07

KRAMER CHIN & MAYO, INC.
 BILLINGS REPORT - JOB NO. 201-10
 MONTH OF AUGUST, 1980 - MONTH END

P.M. SIGURDSON
 P.L. OTT

CLIENT: NEWBERG, OR

PROJECT: WS IMP CONTRACT ADMN

340 JERRY D MINOR	1.50	18.84		
341 MICHAEL R SODERQUIST	6.00	121.98	8.00	162.64
497 DEBORAH A. WRIGHT			1.00	6.00
PERIOD TOTAL	7.50	140.82	9.00	168.64
	MONTH TOTAL HOURS		16.50	
	MONTH TOTAL WAGES			309.46

	JOB TOTALS		
	PERSONAL EXPENSES		OTHER EXPENSES
	1ST HALF	2ND HALF	
(3) KCM AUTO COST	0.00	0.00	10.50
(5) MEALS	0.00	0.00	42.35
(11) REPRODUCTION	0.00	0.00	0.60
PERIOD TOTAL	0.00	0.00	53.45

	DIRECT WAGES	PERSONAL EXPENSES	OTHER EXPENSES	TOTAL COST
TOTALS FOR MONTH	309.46	0.00	53.45	362.91
COSTS TO DATE	1213.13	5.40	125.93	1344.46

Labor 16.5 hours = $309.46 \times 2.86 = 885.06$
 Other $53.45 \times 1.10 = 58.80$
943.86

Quicki-Note®Date May 5, 19 80To M. C. Gilbert

Subject

~~Copy to~~From: Gary OttCash flow for Construction of
Water System**Construction & Contract Administrative Costs:**

July	20,000.00	(If you have any questions, Mr. Ott will be in the office the morning of May 6, 1980.)
August	135,000.00	
September	340,000.00	
October	480,000.00	
November	302,000.00	
December	130,000.00	
January	65,000.00	
February	43,000.00	
Total: 1,512,000.00 Estimate		

From _____

47-233
Made in U.S.A.

Client: NEWBERG

CASH FLOW (\$)

MONTH	DESIGN FEE	CONTRACT ADMIN	CONSTRUCTION	TOTAL
MARCH	30,000			30,000
APRIL	30,000			30,000
MAY	35,000			35,000
JUNE	35,000			35,000
JULY	7,192	2,000	18,000	28,000
AUGUST		10,000	125,000	135,000
SEPTEMBER		25,000	315,000	340,000
OCTOBER		35,000	445,000	480,000
NOVEMBER		22,000	280,000	302,000
DECEMBER		10,000	120,000	130,000
JAN		5,000	60,000	65,000
FEB		3,385	40,000	43,400
TOTAL	137,192	112,385	1,403,000	1,653,400
		Slope Stabilization - Est -		488,390
		Meyer - Engineer - Well 546 -		31,225
		Drilling & Pump Station		150,247
		Well - Lateral		22,000
				2,348,262

201	JOB NO.	680	BY	CHECK	CASH FLOW	SUBJECT	5-8-80	DATE	SHEET NO.

CITY OF NEWBERG
WATER SYSTEM IMPROVEMENTS
CASH FLOW ANALYSIS

ESTIMATED CONSTRUCTION COSTS
DOLLARS (\$)

REF: ERNIE HEISTER
(TELEPHONE)

REF: MC. GILBERT
(LETTER TO MONTGOMERY)

KCM

1. SUBMARINE PIPELINE	325,000		0
2. TRANSMISSION LINE & DIST. SYS.	515,000		
3. WTP EXPANSION	399,300	500,000	400,000
4. BRIDGE DEMOLITION	380,300		0
5. SUBMARINE TRANSMISSION LINE FROM WELL FIELD TO WTP		693,000	0
6. DISTRIBUTION SYSTEM		356,000	300,000
7. TRANSMISSION LINE			150,000
8. BRIDGE RENOVATION			550,000
TOTAL	1,619,600	1,549,000	1,400,000

NOT INCLUDED IN CONTRACT
MODIFICATION TO WELL FIELDS
SLOPE STABILIZATION

Client: **NEWBERG**

SHEET NO.

5-8-80

DATE

SUBJECT

CASH FLOW

CHECK

680

BY

201

JOB NO.

RECEIVED

SEP 25 1980

CITY OF NEWBERG, ORE.
KCM 977-0 OFFICE OF RECORDER



September 19, 1980

Mr. M. C. Gilbert
City Administrator
City of Newberg
414 East First Street
Newberg, Oregon 97132

SUBJECT: KCM Professional Services Agreement: City of Newberg/Water Systems Improvements, Amendment No. 3

Dear Mr. Gilbert:

As you proposed in our meeting last week, enclosed is the proposed Third Amendment to our current Professional Services Agreement relating to the design effort on the Springbrook Road Distribution Main. It differs from the proposed Amendment submitted to you on July 16th in only one aspect: the construction administration services have been deleted and the current Amendment deals with design services only. The design services cover KCM's involvement in the project up to but not including the bid phase. We understand the bid phase will take place some time in the Spring of 1981 if monies are available to finance the project.

Enclosed for your review are a description of the anticipated detailed scope of work and our itemized estimate of the design costs which would be incurred in developing the Springbrook Road Main design. I would like to emphasize that the design team which has just completed the current Newberg assignment is available to begin immediately on the Springbrook Road Main. We have all the necessary resources at our fingertips and will, by virtue of our immediate past experience, only have to research the project history minimally prior to proceeding.

You can authorize us to perform the design services for the Springbrook Road Distribution Main by signing in the space provided below. This document will then simply be Amendment No. 3 to our original Professional Services Agreement. For clarity in accounting, billings for the Springbrook Road Main effort will be separated from the other elements of the contract. Amendment No. 3 will amend the Professional Services Agreement as follows:

- (1) (Page 1) Section E - "The compensation for these services to be paid to KCM shall be as outlined on Attachment B. Without prior authorization from the client this compensation shall not exceed \$302,713."

"In the event services beyond those specified in the scope of services and included in the compensation above are required, KCM shall submit a fee estimate for such services and the contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services."

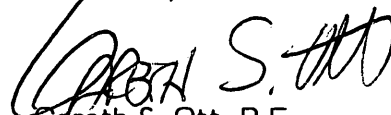
Mr. M. C. Gilbert
City of Newberg
September 19, 1980
Page 2

- (2) (Pages 10.5 and 10.6) "Attachment A- Addendum No. 3 (copy enclosed) is hereby incorporated".
- (3) (Pages 11R3, and 11.4) "Attachment B - Addendum No. 3 (copy enclosed) revision to total project Estimate of Professional Services itemization sheet (Page 11R3); and additional Estimate of Professional Services itemization sheet (Page 11.4) for the Springbrook Road Distribution Main design are hereby incorporated".
- (4) (Page 13.1) "Attachment C, Addendum No. 3 (copy enclosed): Springbrook Road Main Design Schedule is hereby incorporated".

Thank you for considering this scope of work expansion.

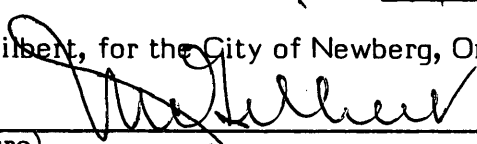
Respectfully submitted,

KRAMER, CHIN & MAYO, INC.


Gareth S. Ott, P.E.
Project Leader

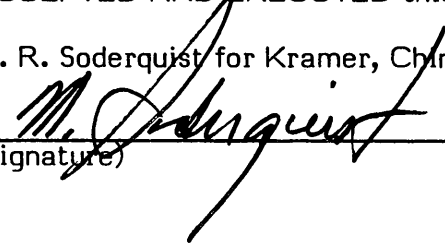
MRS:swb
Encls.
CC: Mike Soderquist
Dick Warren
Ed Sigurdson

ACCEPTED AND EXECUTED this 24 day of Sept., 1980 by
M. C. Gilbert, for the City of Newberg, Oregon



(Signature)

ACCEPTED AND EXECUTED this 19th day of September, 1980 by
M. R. Soderquist for Kramer, Chin & Mayo, Inc.



(Signature)

-Attachment A-
(Addendum No. 3)
Scope of Services

NEWBERG WATER SYSTEM IMPROVEMENTS

Springbrook Road Distribution Main Design

The following is submitted by KCM as a definition of the scope of work to provide professional engineering services for design of the Springbrook Road distribution main.

The work involves engineering design of approximately 8,100 linear feet of 14-inch and 16-inch buried water distribution pipe. The route will follow Dog Ridge and Springbrook Roads, connecting the water treatment plant to an existing 12-inch main near Springbrook Road and East Second Street.

Specific Tasks are outlined below:

1. PROJECT PLAN

The project manager, leader, and staff will develop a detailed project plan outlining starting and delivery dates, milestones, assignment of responsibility for execution of all significant tasks, along with progress tracking forms and schedules.

2. PRELIMINARY DESIGN

- 2.1 Review route location.
- 2.2 Establish design criteria.
- 2.3 Review pipeline hydraulics.

3. RESEARCH PROPERTY OWNERSHIP RECORDS AND REVIEW ASSESSOR'S MAPS

- 3.1 Prepare easement descriptions.

4. ROUTE SURVEY

- 4.1 The route will be surveyed and existing utilities noted.

5. OBTAIN PERMITS

6. ENGINEERING DESIGN

- 6.1 The engineering design effort shall incorporate the established design criteria, selection of pipe materials and class, valving, interconnections and end connections.
- 6.2 Preparation of contract documents (drawings and specifications). 50 sets to be supplied to the City.
- 6.3 Prepare engineer's cost estimate.

7. QUALITY CONTROL

During the life of the project, periodic review by KCM Quality Control staff will be made to insure a professional product.

Estimate of Professional Services

-ATTACHMENT B-
(Addendum No. 3)

No: 977-0/80-350

CLIENT/PROJECT

Sheet: 11R3

NEWBERG/WATER SYSTEM IMPROVEMENTS

Date: September 19, 1980

Level of Effort Staff Hours		Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
No. Task						
I.	Project Plan	20	32	28	12	18
II.	Well Field Expansion		(Deleted from Contract)			
III.	Transmission Line and River Crossing Design	60	240	392	208	64
IV.	Distribution System Design	43	164	268	143	45
V.	Treatment Plant Expansion Design	80	296	493	259	79
VI.	Bridge Demolition Design	26	96	159	84	25
VII.	Post Design Assistance	8	12	4	--	4
VIII.	Construction Administration	173	627	1003	526	176
IX.	Bank Stabilization Study (Contract Amend. #1)	16	24	--	--	10
X.	Bridge Crossing Design (Amendment #2)	75	222	247	153	133
XI.	Bridge Crossing Construction (Amend. #2)	50	187	306	162	52
XII.	Bridge Demolition Design (deduct) (#2)	(26)	(96)	(159)	(84)	(25)
XIII.	Bridge Demolition Const. Admin. (deduct) (#2)	(15)	(81)	(121)	(60)	(20)
XIV.	River Crossing Const. Admin. (deduct) (#2)	(41)	(139)	(228)	(120)	(39)
XV.	River Crossing Prelim. Design & Feasib. Study (#2)	40	118	180	160	39
XVI.	River Crossing Final Design (deduct) #2)	(40)	(80)	(121)	(140)	(40)
XVII.	Springbrook Road Distribution Main - Design	64	148	244	270	104
TOTAL HOURS		533	1,770	2,695	1,573	625
HOURLY RATE		21.92	15.33	12.02	9.39	7.10
SUBTOTAL		11,683	27,134	32,394	14,770	4,437
TOTAL DIRECT JOB WAGES						90,418
OVERHEAD COST						168,967
TRAVEL AND PER DIEM						1,710
PRINTING AND PUBLICATIONS						10,518
OTHER Survey						31,100
TOTAL COST						302,713
PROFESSIONAL FEE						--
TOTAL COMPENSATION						302,713

TOTAL COMPENSATION

APPROVED

M. August 9-19-80

Estimate of Professional Services

No: 977-0/80-350

CLIENT/PROJECT

Sheet: 11.4 of 13

NEWBERG/SPRINGBROOK ROAD DISTRIBUTION MAIN

Date: September 19, 1980

Level of Effort Staff Hours No. Task Design	Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
1. Project Plan	12	12	4	2	8
2. Preliminary Design	2	20	36	6	8
3. Property Ownership Research & Easement Description	2	8	24	12	4
4. Survey	2	4	12	8	4
5. Permits	2	8	12	10	4
6. Engineering Design					
6.1 Design	8	40	80	16	4
6.2 Drawings & Specifications	12	32	32	200	40
6.3 Engineers Cost Estimate	12	16	32	16	16
7. Quality Control	12	8	12	--	16

TOTAL HOURS

HOURLY RATE

SUBTOTAL

TOTAL DIRECT JOB WAGES

OVERHEAD COST

TRAVEL AND PER DIEM

PRINTING AND PUBLICATIONS

OTHER Subconsultants and Survey

TOTAL COST

PROFESSIONAL FEE

TOTAL COMPENSATION

APPROVED

M. August 9-19-80

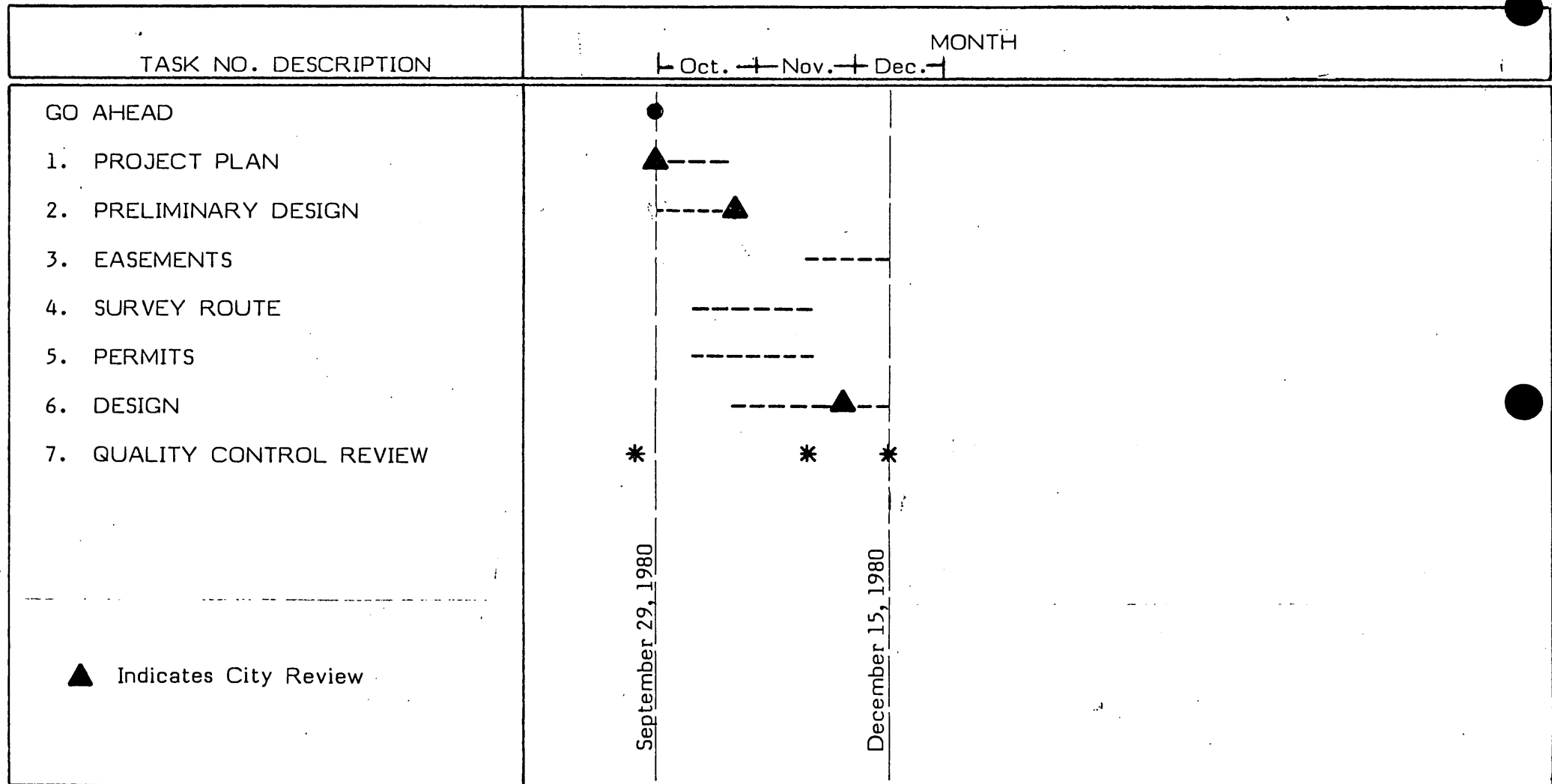
64	148	244	270	104
21.92	15.33	12.02	9.39	7.10
1403	2269	2933	2535	738
			9,878	
			19,163	
			220	
			1,100	
			4,746	
			35,107	
			35,107	

ATTACHMENT C
(ADDENDUM NO. 3)
September 19, 1980

NEWBERG
SPRINGBROOK ROAD DISTRIBUTION SYSTEM DESIGN

Page 13.1

PROJECT SCHEDULE





June 23, 1980

KCM #201-07

Mr. M. C. Gilbert
City Administrator
City Hall
414 East First Street
Newberg, Oregon 97132

RE: KCM Professional Services Agreement: City of Newberg/Water System
Improvements Amendment No. 2

Dear Mr. Gilbert:

As you know, KCM is in the process of designing the Willamette River water line crossing via a pipeline suspended from the abandoned highway bridge, rather than via an underwater route, as originally anticipated. The City chose this crossing alternative (at the Council meeting of April 7, 1980) after being advised by KCM that the underwater crossing location specified in the preliminary design report ("Water Source Study", dated August, 1978, by Robert E. Meyers Engineers) was unattractive because of undesirable hydraulics, soil conditions, and bottom profile. Furthermore, Publishers Paper Company refused to permit placement of the water line (running from the river to the treatment plant) along the toe of the dike containing their waste treatment lagoon. KCM subsequently found that alternate underwater crossing locations were likewise unattractive.

Investigation of the feasibilities of 1) the alternative underwater crossings, and 2) the bridge crossing, plus 3) the bridge renovation design and 4) the bridge renovation contract administration, are beyond the scope of our original contract. In our letter of March 7 to you, and in subsequent conversations, the City was advised of the anticipated changes in the work scope, and likelihood of attendant cost increases.

We have now progressed sufficiently in the job that firm estimates of the cost changes (both increases and decreases) have been developed. They are itemized in the enclosed table .

The net request relating to the change in scope is for an additional \$18,229 in professional fees. This increase was determined by comparing the budgeted costs for the original river crossing final design and contract administration, plus the bridge demolition design and contract administration, with the actual and estimated costs of the alternative river crossing feasibility studies, the bridge crossing feasibility study and the bridge crossing design and contract administration.

Mr. M. C. Gilbert
City of Newberg
#201-07
Page 2

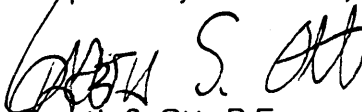
We feel your decision to utilize the bridge will result in construction cost savings and maximize flexibility for future expansion.

This contract amendment, when fully executed, modifies the original (December 7, 1979) agreement as follows (Page 1 of 13):

- E. The compensation for these services to be paid to KCM shall be as outlined on Attachment B (as amended, dated June 23, 1980). Without prior authorization from the Client, this compensation shall not exceed \$267,806.

Thank you for this continued opportunity to serve the City of Newberg.

Respectfully Submitted,


Gareth S. Ott, P.E.
Project Leader

GSO:plb

cc: Ed Sigurdson
Marty Dirks

Accepted and executed this 24 day of JUNE, 1980
by _____ for the City of Newberg, Oregon.


(Signature)

Accepted and executed this 23rd day of June, 1980, by Michael R. Soderquist
for Kramer, Chin & Mayo, Inc.


(Signature)



CITY OF NEWBERG
WATER SYSTEM IMPROVEMENTS

Amendment #2 to Professional Services Agreement

Budget Adjustment

Item	Description	Budget	Costs	Net
1.	River Crossing - Original Site Preliminary Design & Feasibility	\$12,946	\$13,146	\$200
2.	River Crossing - Alternate Sites Feasibility Study	0	3,110	3,110
3.	Bridge Crossing Feasibility Study	0	2,900	2,900
4.	Bridge Crossing Preliminary Design	0	6,774	6,774
5.	Bridge Crossing Design	0	34,062	34,062
6.	Bridge Demolition Design	14,621	0	(14,621)
7.	River Crossing Final Design	14,750	0	(14,750)
8.	Bridge Crossing Construction Administration	0	33,858	33,858
9.	Bridge Demolition Construction Administration	11,558	0	(11,558)
10.	River Crossing Construction Administration	21,746	0	(21,746)
Total Contract Adjustment - Increase				<u>\$18,229</u>

CITY OF NEWBERG
BRIDGE CROSSING
SCOPE OF WORK

The following defines the KCM Scope of Work for providing engineering design and construction administration services for renovation of the old highway bridge. The bridge will be reconditioned to a state suitable for carrying the proposed 24-inch diameter transmission line only, and will not be used for vehicular or pedestrian traffic. The engineering effort will result in a design of repairs and painting so that further deterioration of the bridge is mitigated. The work will include preparation of contract documents (drawings and specifications) and providing inspection personnel.

Specific tasks will include:

1.0 Preliminary Design/Study

- 1.1 Detailed Bridge Inspections - This task will include supervision of an inspection team and will generate a list of specific repair items suitable for inclusion in the bid documents.
- 1.2 Underwater Pier Inspection - An underwater inspection of the piers will be made. Erosion or damage to the outer steel casing, damage or erosion to the concrete in the piers, and condition of the riprap backfill will be noted.
- 1.3 Structural Analysis - A structural analysis of the bridge structure will be made in order to determine the effects of loss of metal due to past corrosion, impact of removal of the wood decking, loading due to the pipeline, and wind and earthquake and river hydraulic loads.
- 1.4 North Bank Stability Analysis - An analysis of the north bank will be made in order to determine stability, and possible impacts on the placement of the pipeline in the bank.

2.0 Design

- 2.1 Access Walkways and Ladders - Walkways to allow access to the pipe for maintenance and repairs will be designed. Incorporated will be a design of ladders to permit easy maintenance of the navigation lights.
- 2.2 Sandblasting and Painting Requirements - This task will involve identifying sandblasting needs. It will also result in the selection of a painting system compatible with the existing structure and environmental conditions, with consideration of the impacts of the Publishers Paper mill exhaust gases.

- 2.3 Structural Repairs - Detail design of structural repairs will be made.
- 2.4 Pier Rehabilitation - If the investigation of the piers indicates any problems, design concepts to correct the deficiencies, including underwater welding of reinforcing plates, pouring concrete, or providing riprap protection will be developed. A thorough analysis will result in final design selection.
- 2.5 North Bank Stabilization - Results of the stabilization study will lead to design of most favorable method to place the pipe in this bank to avoid failure due to slippage. Methods to stabilize the bank will also be analyzed.
- 2.6 Navigational Light System - The existing navigational light system will be analyzed and redesigned if necessary with the goal to reduce maintenance and increase reliability.
- 3.0 Prepare Contract Documents
 - 3.1 This task involves preparation of plans and specifications suitable for the City to advertise for bid for construction of the bridge renovation.
- 4.0 Contract Administration
 - 4.1 KCM shall have overall construction management responsibility by providing inspections and review of project status with the City, review and approval of all change orders, preparation of as-built drawings, and assistance in finalizing the project.

Date: June 23, 1980

PROVED M. J. Langley 6-23-80

Estimate of Professional Services

No: 201-07

CLIENT/PROJECT

Sheet: 5 of 6

Newberg/Water System Improvements

Date: June 23, 1980

Level of Effort Staff Hours No. Task	Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
Bridge Crossing - Contract Administration	50	187	310	172	52
TOTAL HOURS	50	187	310	172	52
HOURLY RATE	21.92	15.33	12.02	9.39	7.10
SUBTOTAL	1096	2867	3726	1615	369
TOTAL DIRECT JOB WAGES	9,673				
OVERHEAD COST	17,992				
TRAVEL AND PER DIEM	220				
PRINTING AND PUBLICATIONS	110				
OTHER Subconsultants/Electrical and Geotechnical	5,863				
TOTAL COST Structural and Survey + Xerox and Telephone	33,858				
PROFESSIONAL FEE					
TOTAL COMPENSATION	\$33,858				

APPROVED M. Lundquist 6-23-80

ENT/PROJECT

Sheet: 6 of 6

Newberg/Water System Improvements

Date: June 23, 1980

Level of Effort Staff Hours		Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
No. Task						
I.	Project Plan	20	32	28	12	18
II.	Well Field Expansion		(Deleted from Contract)			
III.	Transmission Line and River Crossing Design	60	240	392	208	64
IV.	Distribution System Design	43	164	268	143	45
V.	Treatment Plant Expansion Design	80	296	493	259	79
VI.	Bridge Demolition Design	26	96	159	84	25
VII.	Post Design Assistance	8	12	4	--	4
VIII.	Construction Administration	173	627	1003	526	176
IX.	Bank Stabilization Study (Contract Amend. #1)	16	24	--	--	10
X.	Bridge Crossing Design (Amendment #2)	75	222	247	153	133
XI.	Bridge Crossing Construction (Amendment #2)	50	187	306	162	52
XII.	Bridge Demolition Design (deduct) (#2)	(26)	(96)	(159)	(84)	(25)
XIII.	Bridge Demolition Const. Admin. (Deduct) (#2)	(15)	(81)	(121)	(60)	(20)
XIV.	River Crossing Const. Admin. (Deduct) (#2)	(41)	(139)	(228)	(120)	(39)
XV.	River Crossing Prelim Design & Feasibility Studies (#2)	40	118	180	160	39
XVI.	River Crossing Final Design (Deduct) (#2)	(40)	(80)	(121)	(140)	(40)
TOTAL HOURS		469	1622	2451	1303	521
HOURLY RATE		21.92	15.33	12.02	9.39	7.10
TOTAL		10,280	24,865	29,461	12,235	3,699
TOTAL DIRECT JOB WAGES					80,540	
OVERHEAD COST					149,804	
TRAVEL AND PER DIEM					1,490	
PRINTING AND PUBLICATIONS					9,418	
FEE Survey					26,354	
TOTAL COST					\$267,606	
PROFESSIONAL FEE						
TOTAL COMPENSATION					\$267,606	
APPROVED						



December 10, 1979

Mr. Myrland C. Gilbert
City Administrator
City of Newberg
414 East First Street
Newberg, Oregon 97132

ATTENTION: Mr. Ernst Heister, City Engineer

SUBJECT: Amendment to Professional Services Agreement dated December 7,
1979

Dear Mr. Gilbert:

As discussed with Mr. Heister on Friday, December 7th, we did not realize that the contract presented to him at that time should have included the slope stabilization study that was included as an option in our proposal. The scope and fee for this work is included on the following pages. We also have attached the sheet describing the degree of support necessary from City staff and a section on changes in project scope which are to become a part of the contract.

To provide for the preceeding modifications, it is proposed that the original contract be amended as follows:

Section E - the original dollar amount in the third line of Section E be deleted and replaced with the Figure "\$249,577."

The attached scope for Item IX and the sheet discussing the degree of City support and changes in scope are hereby made a part of Attachment "A" -Scope of Services in the original contract. The attached Estimate of Professional Services sheet is added to Attachment "B" - Estimate of Professional Services in the original contract.

Mr. Myrland C. Gilbert
City Administrator
City of Newberg
Page 2
December 10, 1979

In the event services beyond those specified in the Scope of Services and included in the compensation above are required, KCM shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

Respectfully submitted,

KRAMER, CHIN & MAYO, INC.

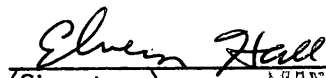


Michael R. Soderquist, P.E., R.L.S.
Manager, Oregon Operations

swb

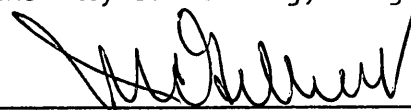
CC: Edward A. Sigurdson
Garry Ott
Ron Mayo

Accepted and Executed this 10 day of December, 1979 by
_____ for the City of Newberg, Oregon.



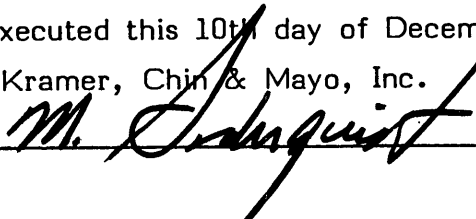
(Signature)

MAYOR



City Administrator,

Accepted and Executed this 10th day of December, 1979 by Michael R.
Soderquist, for Kramer, Chin & Mayo, Inc.



(Signature)

- Attachment A - (Addendum No. 1)

NEWBERG PHASE I WATER SYSTEM IMPROVEMENTS:
ENGINEERING WORK SCOPE

TASK IX Bank Stabilization Study

Task IX would involve a review of the existing attempts to stabilize the slope of the north bank of the Willamette River in the vicinity of the water treatment plant and recommend future action, if any. This work provides for field viewing, boring, and a study of the site by an experienced soils subconsultant.

- Attachment A - (Addendum No. 1)

Degree of Support Necessary from the City Staff

KCM anticipates the following City support:

1. Assist KCM in locating within the City records, the necessary background information (previous reports, maps, etc.) needed to complete the analyses and design.
2. Attend scheduled meetings with KCM to review progress or outputs as described on the project schedule. This ongoing communication is critical to completing successful projects that the City truly accepts.
3. Advertise the various projects for bid and award the contract.
4. Conduct preconstruction conference with the assistance of KCM.
5. Negotiate with property owners for land purchase, easements, and construction access.
6. Provide construction management functions in processing contractor payments, etc. KCM shall have an overall construction management responsibility by providing inspections and review of project status with the City, review and approval of all change orders, preparation of as-built drawings, and assistance in finalizing the project.

Changes in Project Scope

Construction of Well Number 5, modifications to Well Number 4, elimination of sand infiltration problems at Wells 1, 2, and 3 and slope stabilization at the water treatment plant are not covered by this Agreement. KCM would be receptive to expanding the scope of the project to include (especially) attaching the existing sand infiltration problem and slope stabilization at any time dictated by the City.

Estimate of Professional Services

No: _____

CLIENT/PROJECTSheet: 11.1 as revisedCity of Newberg
Water Supply System ImprovementsDate: December 10, 1979

Level of Effort Man Hours No. Task	Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
IX. Bank Stabilization Study	16	24	--	--	10
TOTAL HOURS	16	24	--	--	10
HOURLY RATE	21.92	15.33	12.02	9.39	7.10
SUBTOTAL	351	368	--	--	71
TOTAL DIRECT JOB WAGES				790	
OVERHEAD COST				1,469	
TRAVEL AND PER DIEM				45	
PRINTING AND PUBLICATIONS				-----	
OTHER Soils subconsultant, xerox, telephone, etc.				920	
TOTAL COST				3,224	
PROFESSIONAL FEE (included in above)					
TOTAL COMPENSATION				\$3,224	
APPROVED _____					

PROFESSIONAL SERVICES AGREEMENT

KCM P.D. #977-0/79-403

KCM Job # _____

CLIENT/PROJECT: City of Newberg, Oregon/Water System Improvements

- A. This Agreement is between Kramer, Chin & Mayo, Inc., Consulting Engineers, Architects, and Applied Scientists, 10 S. W. Ash Street, Portland, Oregon 97204, hereinafter referred to as "KCM" and the City of Newberg, Oregon, 414 East First Street, Newberg, Oregon 97132, hereinafter referred to as the "Client."
- B. This Agreement is for services described broadly as consulting services, related to design, bid phase and construction administration assistance for specific water system improvements and more particularly described in Attachment A "Scope of Services."
- C. KCM will initiate these services on receipt by KCM of a fully executed copy of this Agreement.
- D. KCM will complete these services within the schedule defined in Attachment C, Project Schedule.
- E. The compensation for these services to be paid to KCM shall be as outlined on Attachment B. Without prior authorization from the Client, this compensation shall not exceed \$246,353.

In the event services beyond those specified in the Scope of Services and included in the compensation above are required (such as, for instance, the "Dundee modification" alternative to the river crossing line), KCM shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

- F. This proposal becomes an Agreement upon execution by duly authorized representatives of KCM and the Client.

The following attachments are part of and applicable to this Agreement:

Appendix - Definitions
Attachment "A" - Scope of Services
Attachment "B" - Estimate of Professional Services
Attachment "C" - Project Schedule

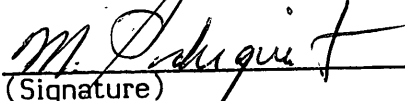
- G. Schedule of Payments - KCM shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed compensation earned by KCM during that month. The exact format of these invoices will be defined to meet the needs of both KCM and the Client.

*See Appendix - Definitions

- G. Equal Opportunity Employment - KCM will comply with all Federal regulations pertaining to Equal Opportunity Employment. KCM is in compliance with all State and Federal regulations concerning minority hiring. It is their policy to assure that applicants are employed, and that employees are treated equally during employment, without regard to race, religion, sex, age, color or national origin. Such action includes employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training or tuition assistance.
- H. Termination - This contract may be terminated by the Client upon 21 days written notice. In the event of such termination, KCM will be paid the portion of the compensation earned to the termination date based on effort or completion, reported through KCM's internal reporting system, whichever is less.
- I. Changed Rates - Where hourly rates serve as the basis for a fee, they shall be subject to change semi-annually to reflect changes in KCM salary levels.
- J. Responsibility of Engineer - KCM is employed to render a professional service only, and any payments made to KCM are compensation solely for such services and recommendations made in carrying out the work. KCM makes no warranty, either expressed or implied, as to findings, opinions, recommendations, factual presentations, or professional advice other than that they were promulgated after following a practice usual to the engineering profession. KCM makes no warranty or representation of ability in obtaining grants as contemplated herein other than KCM will use professional skills in attempting to do so.
- K. Ownership of Documents - Drawings, specifications, reports, programs, manuals, or other documents produced under this Agreement are instruments of service and are, and shall remain, the property of KCM. A full-sized set of reproducible contract documents will be given the Client at the conclusion of the project. They are not to be used on projects other than those for which KCM intended their use, except by agreement in writing and with appropriate compensation to KCM.

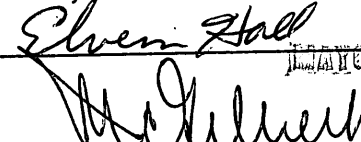
KCM by

Michael R. Soderquist


(Signature)

12-7-79
(Date)

Client by


(Signature) City Administrator

12-10-79
(Date)

Appendix - Definitions

1. Air Fare Expenses - Cost of ticket, travel to and from airport by public conveyances.
2. Auto Lease Expenses - Include basic charge, gas, oil, repairs, and insurance.
3. KCM Auto Expenses - Cost of using KCM-owned vehicles.
4. Boat Rental Expenses - Cost of using KCM-owned or leased boats at a fair commercial rate per hour.
5. Meal Expenses - The "out of pocket" cost to employees while away from home.
6. Lodging Expenses - The "out of pocket" cost to employees while away from home.
7. Employee Auto Rental - The rate paid to employees for using their autos.
8. Equipment Rental Expenses - Cost for rental of special equipment required to perform work.
9. Lab Fee Expenses - Cost of consumable laboratory supplies and lab use.
10. Computer Expenses - Cost associated with engineering studies and problem solving based on cost involved for connection and computation on KCM terminals.
11. Reproduction Expenses - Commercial and "in-office" printing, binding and reproduction of reports and construction documents at invoice amount or a fair commercial rate.

12. Telephone Expenses - Long distance telephone and other communication expenses specifically related to a project.
13. Miscellaneous Expenses - Those direct job expenses and costs which are not defined in other categories 1 through 12, such as special licenses, "out-of-pocket" costs to employees while travelling, etc.
14. Subcontractor Expenses - Outside technical service expenses are those expenditures which include, but are not limited to:
 - a. Foundation and geological consultants.
 - b. Foundation borings and testing.
 - c. Laboratory tests.
 - d. Property, location or base map surveys.
 - e. Aerial photography and preparation of topographic maps.
 - f. Technical subcontractors (electrical).
 - g. Other special technical engineers working outside of the engineer's office except those engineers paid directly by the owner.

"Reimbursable Expense Overhead" is an amount which takes into account KCM Cost related to specific reimbursable expenses, such as excise tax, liability insurance, and special added administrative overhead not related to KCM wages. For this contract, this amount is 11.7 percent of subcontractor expenses* and ten percent of the numbered 1 through 13 reimbursable expenses above.

*This is the forward pricing rate for 1979 approved by the EPA Office of Audit. Rates for future years may differ.

- Attachment A -

SCOPE OF SERVICES

Services to be performed by KCM for the Client shall include those tasks listed on the following Estimate of Professional Services. For each task the estimated required number of man-hours for each labor category is presented. While these numbers represent KCM's best professional judgment at this time, they are only estimates; actual man-hour requirements on a task-by-task basis may exceed or fall short of these estimates and KCM shall not be bound by the man-hour estimates, except insofar as their total relates to the Professional Services Agreement dollar value upper limit.

NEWBERG PHASE I WATER SYSTEM IMPROVEMENTS: ENGINEERING WORK SCOPE

The following relates to the KCM proposal of December 3, 1979, and is submitted to further define the scope of work for the Newberg Water Supply System Improvements. The intent of the proposal is to provide complete engineering services for the design of the Phase I improvements (exclusive of wells and soil stabilization) as outlined in the City of Newberg Water Source Study of August 1978.

The Tasks are outlined as follows:

TASK I Project Plan

This is a standard KCM approach to each major project. The Project Manager, Project Leader and other key team members jointly shall develop a detailed project plan consisting of the following:

- (1) Project Scope
- (2) Scope of Services (by Task)
- (3) Manhour and Budget Estimates
- (4) Starting and Delivery Dates Plus Clear Definition of Milestone and all End Projects
- (5) Assignment of Responsibility for Execution of all Significant Tasks
- (6) Development of a Progress Tracking Form
- (7) All Work Orders (relating to subconsultants) and Internal Paperwork

TASK II Well Field Expansion - by Others

TASK III Transmission Line and River Crossing Design

Task III involves the design of a new 24-inch diameter transmission line from the existing well field to the water treatment plant, including a buried submarine river crossing. The route is anticipated to be located approximately 1200 feet downstream of the old bridge, as shown on Figure VI-1 of the Water Source Study. The total length of transmission line shall be approximately 3,600 feet, including about 700 feet of river crossing.

Task elements include:

- o Siting Review
- o Property Ownership and Record Research
- o Preliminary Engineering
which will include:

Surveying

Geotechnical study for the river crossing

The geotechnical study shall be part of the preliminary engineering and will involve exploration of the river bottom with a barge-mounted drag line, which allows analysis of pipe laying conditions, sampling of riverbed profile and particle sizes, sampling of river bed materials, and excavation to pipe burial depths. Boring and test pit explorations of river bank shall be made with one boring on each bank. Also included shall be laboratory classification and testing and a geotechnical engineering analysis and report with recommendations for trench design, backfill materials, and riverbank stabilization.

Soundings and River Flow Velocities

Soundings will determine river profile. Velocity measurements will help determine erosion potential of the riverbed and establish required stability of underwater trench backfill material.

- o Easement Preparation
- o River Crossing Permit Application - Permit application shall be made to:

The U.S. Army Corps of Engineers
State of Oregon Division of Lands
Department of Environmental Quality
U.S. Coast Guard

- o Engineering Design

Engineering design shall result in drawings and specifications for the transmission line and river crossing including plan and profile views, trench cross sections, river bank stabilization, and pipe material selection.

Alternative IIIA: "Dundee Modification" to Transmission Line and River Crossing

At the Client's option, the transmission line from the existing well field to the water treatment plant shall be designed as a 30-inch diameter rather than 24-inch to accommodate demand imposed by possible future service to the City of Dundee.

TASK IV Distribution System Design

Task IV involves the design of a new 5,200 foot, 18-inch diameter distribution main which will parallel the existing 12-inch main between Wynooski and 11th Street and First and Edwards Street. The alignment shall be as shown in Figure VIII-1 of the Water Source Study. The design shall include the installation of pressure reducing valves on the two services to Publishers Paper and at the tie to the existing 12-inch main at 11th and Wynooski streets.

Task elements shall include:

- o Site Location Review
- o Property Ownership and Record Research
- o Easement Preparation
- o Surveying
- o Permits
- o Engineering Design

Engineering design shall result in drawings and specifications for the distribution main and pressure reducing valves, complete, and shall include plan and profile views and construction details.

TASK V Treatment Plant Expansion Design

Task V involves the design effort to increase the water treatment capacity from 8.75 mgd to 5.63 mgd as described in the Water Source Study.

Treatment Plant Expansion Elements include:

- o Sedimentation Basin Study - Investigation of the impact of increasing the overflow rate in the existing sedimentation basins, possibly eliminating the need for a new sedimentation basin. This work shall include laboratory and on-site testing and modelling as necessary.
- o Sedimentation Basin - Design of new sedimentation basin and piping to provide 1.4 hours of detention time for the increased flow, if the Client authorizes this design after reviewing the sedimentation basin study.
- o Filtration - Design of two additional mixed media filters at a flow rate of 4.5 gpd/ft². Filters and associated piping shall be located in existing filter gallery.
- o High Service Pump - Design of one backup pump of 1300 gpm capacity and related piping.
- o Raw Water Influent Piping - Modify raw water feed piping to new and existing sedimentation basins to balance flow.

City of Newberg Water System Improvements

December 7, 1979

Page 8 of 13

- o Settled Water Piping - Modify settled water piping to connect new sedimentation basin to existing settled water piping.
- o Backwash - Design backup backwash system. This system shall consist of an additional pump or a valved piping system from the high service header.
- o Backwash Pond - Design floating decanting device to maintain hydraulic detention time in backwash pond.
- o Chlorination - Provide chlorine feed to new sedimentation basin influent water.
- o Turbidity and timer control of backwash cycle - A turbidity meter will be installed on the filtered water line and will activate the backwash cycle on high turbidity levels.
- o Controls and Instrumentation - Additional instrumentation shall include:
 - Raw water metering
 - Chlorine residual monitoring and recording of process water
 - Backwash control programmer to control backwash sequence of new and existing filters.
- o Telemetry System - A new telemetry system provide on-off control of the existing and future well pumps shall be designed.
- o Other Plant Improvements
 - Clearwell sump pump
 - Additional ventilation and noise reduction in air compressor room
 - Filter overflow lines
- o Otis Springs - turbidity meter for pump discharge. Pumps will automatically shut down on high turbidity and a telemetry signal will activate a status alarm at the treatment plant.

Design Elements shall Include:

- o Review of system elements.
 - o Surveying
 - o Engineering Design
- The engineering effort shall result in drawings and specifications for the water treatment plant expansion.

City of Newberg Water System Improvements

December 7, 1979

Page 9 of 13

TASK VI Bridge Demolition Design

Task VI involves the demolition of the old bridge.

Design Elements include:

- o Structural review
- o Environmental impact review
- o Permit applications

U.S. Corps of Engineers

Oregon State Division of Lands

Department of Environmental Quality

- o Engineering design

Output of the engineering design will be specifications for the demolition work.

TASK VII Post-Design Assistance

It is expected that the advertisements for bids and distribution of plans to contractors will be handled by the City. KCM shall assist as needed in preparing the advertisement, preparing the tabulation of bids, and assisting in the selection of a construction contractor. KCM shall assist in the planning and conducting of the preconstruction conference which would be held prior to the contractor(s) beginning work.

TASK VIII Construction Administration

KCM shall provide full construction administration services for the Newberg project. Specific tasks required for timely execution of this phase of the work shall be detailed once the project design is finalized.

In general, this work shall include supervision and all construction surveying including staking and easement flagging as necessary. Routine daily construction inspection shall be provided by KCM. Construction administration services by KCM shall include notification of the City and affected citizens of construction activities. KCM shall also prepare as-built drawings for each project element, based on information provided by our inspectors, and an operating and maintenance manual shall be provided for the Water Treatment Plant improvements.

Estimate of Professional Services Attachment B

No: _____

CLIENT/PROJECT

Sheet: 11 of 13

City of Newberg

Water Supply System Improvements

Date: _____

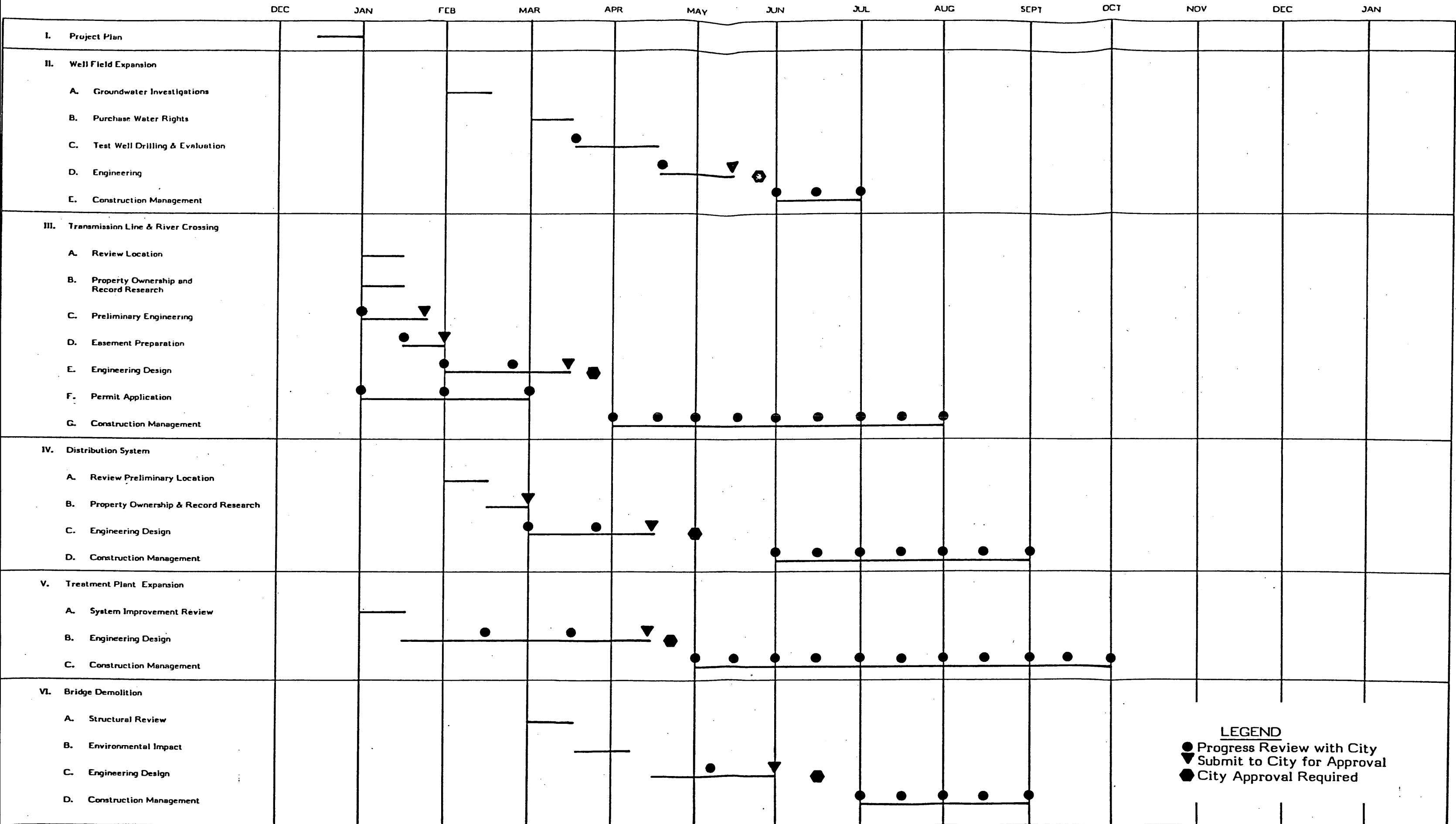
Level of Effort Man Hours No. Task	Project Management	Project Leader	Professional Staff	Technical Staff	Clerical Staff
I. Project Plan	20	32	28	12	18
II. Well Field Expansion		(Deleted from Contract)			
III. Transmission Line and River Crossing Design	60	240	392	208	64
IV. Distribution System Design	43	164	268	143	45
V. Treatment Plant Expansion Design	80	296	493	259	79
VI. Bridge Demolition Design	26	96	159	84	25
VII. Post Design Assistance	8	12	4	-	4
VIII. Construction Administration	173	627	1003	526	176
TOTAL HOURS	410	1467	2347	1232	411
HOURLY RATE	21.92	15.33	12.02	9.39	7.10
SUBTOTAL	8987	22489	28211	11568	2918
TOTAL DIRECT JOB WAGES				74,173	
OVERHEAD COST				137,962	
TRAVEL AND PER DIEM				1,490	
PRINTING AND PUBLICATIONS				9,418	
OTHER Survey				23,310	
TOTAL COST				246,353	
PROFESSIONAL FEE (Include Above)					
TOTAL COMPENSATION				246,353	
APPROVED _____					

ATTACHMENT C
PROJECT SCHEDULE

The following schedule presents KCM's best estimates of the time required to complete the various elements of the project. It assumes execution of Professional Services Agreement by the City of Newberg during the week of December 10, 1979. It assumes, furthermore, expeditious processing of permit applications by State and Federal agencies and reasonable delivery times on equipment items.

SCHEDULE

CITY OF NEWBERG
WATER SUPPLY SYSTEM IMPROVEMENTS
KRAMER, CHIN & MAYO, INC.



LEGEND
 ● Progress Review with City
 ▼ Submit to City for Approval
 ◆ City Approval Required

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RESOLUTION NO. 79-810

WHEREAS, the City of Newberg had a study made concerning its water supply system and a plan developed for increasing the City's water supply; and

WHEREAS, said study was completed and presented to the City in August of 1979; and

WHEREAS, the City has, through election, the authority to issue general obligation bonds for the funding of the necessary improvements to its water system to implement the plan; and

WHEREAS, the City Council has made its intentions known to proceed with the water improvements as recommended in said plan and finds that there is need to retain engineering consultants on the design and construction of the City's water facility improvements.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows, to-wit:

1. That the Mayor and City Administrator be authorized to execute an agreement with Kramer, Chin & Mayo, Inc. for engineering services for the design and construction of the City of Newberg's improvements to its water system.
2. This agreement is for personal services, therefore, the agreement is not subject to the Public Contracting and Purchasing Law.
3. That said agreement shall provide for all engineering services for construction of:
 1. Willamette River Submarine Pipeline
 2. Water Transmission Mains
 3. Water Treatment Plan Expansion
 4. Bridge Demolition

and that said costs shall not exceed the sum of \$ 249,577.00.

ADOPTED by the Council this 3rd day of December, 1979.



M.C. Gilbert - Recorder