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4/28/94

Terry
For your files.

Chub

CITY OF NEWBERG

RECEIVED
6/9/95

414 E. FIRST STREET • NEWBERG, OR 97132 • 503-537-1257 • FAX: 503-537-1272

June 9, 1995

Bob Eimstad

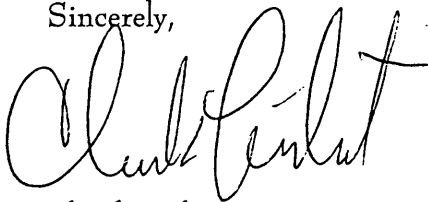
HDR Engineering, Inc
4500 SW Kruse Way, Suite 300
Lake Oswego, OR 97035-2564

Dear Bob:

Enclosed is your copy of the signed Task Order 2, for the Instrumentation and Control Systems Upgrade at the Water and Wastewater Plants, dated September 28, 1994.

We look forward to working with you and completing this project. If you have any questions, please call me.

Sincerely,



Chuck Liebert
Utility Manager

cc: Terry Mahr, City Attorney

ATTACHMENT A TASK ORDER NO. 2

RE: AGREEMENT to furnish engineering services for the project known as the INSTRUMENTATION AND CONTROL SYSTEMS UPGRADE AT THE WATER AND WASTEWATER PLANTS dated Sept 28, 1994.

Upon execution of this Task Order by CITY and ENGINEER, this Task Order will serve as authorization for ENGINEER to carry out and complete the services as set forth below in accordance with the referenced AGREEMENT between the CITY OF NEWBERG OREGON, and HDR ENGINEERING, INC.

SECTION 1 - SCOPE OF ENGINEER SERVICES

Task 100 - Project Management

Conduct Project Kickoff Meeting, meet with the city's project manager on a regular basis, update project schedules, identify and obtain resources to complete critical path activities and prepare monthly progress summaries and invoices for submittal to the city. Obtain resources to complete critical path activities and prepare monthly progress summaries.

Task 200 - System Design and Implementation Assistance

This task provides engineering assistance for implementation of Phases I-V of the *City of Newberg OIS Implementation Plan*, HDR Engineering, Inc. Subtasks include:

201 - Control System Design

Prepare needed drawings and develop detailed system configuration suitable for use by installation contractor to be hired by city.

202 - Hardware and Software Acquisition Assistance

Prepare technical specifications for software and hardware, coordinate with vendors, and review submittals for adequacy in meeting specifications. Assumes that the City will purchase all hardware and software.

203 - Installation Assistance and Construction Coordination

Assist the City in coordinating the activities of the contractor(s) and the installation of hardware and software.

204 - Programming

Develop process control screens, program new PLC at Water Treatment Plant and develop interface protocols between the system components.

Task 300 - Training and Startup

301 - Staff Training

Provide training to city staff on use of the new operator interface software and on the use, maintenance and modification of the new control system.

302 - System Testing and Startup

Test and debug new control system to provide intended system functionality.

SECTION 2 - COMPENSATION

As consideration for providing the services enumerated in SECTION 1 - SCOPE OF WORK of this TASK ORDER NO. 2., the CITY shall pay the ENGINEER in accordance with the referenced Agreement. The total fee for these Engineering Services shall not exceed \$90,000 without written approval of the CITY.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 2 as of the day and year shown.

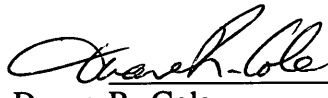
ENGINEER
HDR ENGINEERING, INC.:

CITY OF
NEWBERG:



Robert B. Eimstad
Water Section Manager

Date: 5/12/95



Duane R. Cole
City Manager

Date: 6/9/1995

EMPLOYEE RATE SCHEDULE

TASK ORDER NO. 2 INSTRUMENTATION AND CONTROL SYSTEMS DESIGN AND IMPLEMENTATION ASSISTANCE

<u>EMPLOYEE</u>	<u>INVOICE LABOR RATE</u>
Robert Eimstad	\$100.00
Iqbal Diwan	\$100.00
Darold Woodward	\$ 90.00
Steno/Clerical	\$ 25.00

ANTICIPATED PROJECT SCHEDULE

TASK ORDER NO. 2 INSTRUMENTATION AND CONTROL SYSTEMS DESIGN AND IMPLEMENTATION ASSISTANCE

Project Kickoff Meeting	June 1, 1995
Hardware Software Acquisition	June 1 - August 1, 1995
System Design	June 1 - July 1, 1995
Programming	July 1 - August 1, 1995
Installation	July 15 - September 1, 1995
Startup/Training	September 1 - September 30, 1995



AGREEMENT

CITY OF NEWBERG

and

HDR ENGINEERING, INC.

September 1994



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ATTACHMENT A

TASK ORDER NO. 1	A-1
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AGREEMENT
between
CITY OF NEWBERG
and
HDR ENGINEERING, INC.
for
PROFESSIONAL ENGINEERING SERVICES

This **AGREEMENT** is made and entered into this 28th day of September, 1994, by and between the **CITY OF NEWBERG, OREGON**, 414 East First Street, Newberg, Oregon 97132, hereinafter referred to as the "**CITY**", and **HDR ENGINEERING, INC.**, 4500 SW Kruse Way, Suite 300, Lake Oswego, Oregon 97035, hereinafter referred to as the "**ENGINEER**", for engineering services for the project known as the **INSTRUMENTATION AND CONTROL SYSTEMS UPGRADE AT THE WATER AND WASTEWATER PLANTS** hereinafter called the "**PROJECT**".

RECITALS:

1. The CITY has sent out a Request for Proposals to do the PROJECT. HDR Engineering, Inc. responded to the RFP.
2. The ENGINEER represents that it is an experienced engineering firm and can perform the services required for the project.
3. The CITY wishes to employ the ENGINEER to perform the services required for the PROJECT.

CITY and ENGINEER, in consideration of the mutual promises and covenants contained herein, agree as follows:

SECTION 1 - BASIC SERVICES (Task Order One)

The ENGINEER shall provide services specifically to the CITY. The ENGINEER's basic services and responsibilities are set out in Attachment A (Task Order One) attached hereto and which is made part of this Agreement as if fully set forth herein.

SECTION 2 - ADDITIONAL SERVICES

Additional Services, not covered in Section 1 and in the services listed in Attachment A, shall be provided if authorized and confirmed in writing by the CITY, and shall be paid for by the CITY as provided in this Agreement in addition to compensation for Basic Services. If authorized by the CITY, these Additional Services will be performed under additional Task Orders defining the services to be performed, time of performance, and cost for each phase.

SECTION 3 - PAYMENTS TO ENGINEER

3.1 Payment Terms Defined

3.1.1 Direct Labor Cost

Direct Labor Cost shall mean salary and wages at the time services are performed of personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, scientists, surveyors, designers, draftsmen, specification writers, estimators, steno, clerical, and other technical personnel but does not include indirect payroll-related costs or fringe benefits.

3.1.2 Overhead Multiplier

Overhead Multiplier shall mean a factor by which the Direct Labor Cost is multiplied to compensate for general and administrative overhead and profit. General and administrative overhead and profit does not include any reimbursable expenses.

3.1.3 Reimbursable Expenses

Reimbursable Expenses shall mean the actual expenses incurred directly or indirectly in connection with the PROJECT, including, but not limited to Subconsultant or Subcontractor costs, transportation and subsistence incidental thereto, obtaining bids or proposals from Contractor(s), providing and maintaining field office facilities, including furnishings and utilities, subsistence and transportation of Resident Project Representatives and their assistants, toll telephone calls, express mail and telegrams, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required under **Section 1**. In addition, Reimbursable Expenses will also include expenses incurred for out of the ordinary computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques. Reimbursable Expenses will include a 5% markup over ENGINEER's cost. Reimbursable Expenses shall be approved in writing by CITY's representative to ensure that they are directly related to PROJECT and are not, as a matter of standard practice, part of general and administrative overhead. CITY's representative decision will be final.

3.1.4 Payment Terms Not to Exceed Figure

Not to exceed figure shall mean a figure that the ENGINEER estimates is enough to pay for the ENGINEER services to accomplish the task requested by the CITY. The figure shall not be exceeded except for unusual circumstances which could not be anticipated by the ENGINEER. The ENGINEER shall promptly notify the CITY if it anticipates that it will exceed the figure. The ENGINEER will not exceed the figure without written approval of the CITY and any compensation due beyond the figure prior to written approval will be forfeited by the ENGINEER and no claim for such compensation will be made. Any requests to exceed the figure shall state what the circumstances which were unforeseen or unable to be taken into account when the not to exceed figure was derived.

3.2 Basis and Amount of Compensation for Basic Services

The CITY agrees to pay the ENGINEER for the services as enumerated on the basis of the Employee Rate Schedule listed with Attachment A as total compensation for each hour an employee or ENGINEER works on the PROJECT. For those employees of the ENGINEER working on the PROJECT but not on the Employee Rate Schedule, the CITY agrees to pay the ENGINEER on the basis of the Direct Labor Cost times an Overhead Multiplier of 3.15 for each hour said employee works on the PROJECT. Reimbursable Expenses will be paid in addition to ENGINEER's hourly compensation. Personnel not listed on rate schedule may not be utilized without written authorization of the CITY's representative.

3.2.1 Monthly Payment

The CITY agrees to pay the ENGINEER monthly for the services enumerated in Section 1 and in any Task Orders executed under this Agreement.

3.2.2 Basis and Amount of Compensation for Additional Services

Compensation for Additional Services shall be on a basis to be agreed upon in writing at time of request for Additional Services. An estimate of the fee for additional services with a not to exceed figure will be made at the time of the additional services request.

3.3 Other Provisions Concerning Payments

3.3.1 Date Payment is Due

If CITY fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's statement, the amounts due ENGINEER will be increased at the rate of 1-1/2% per month from date the invoice becomes delinquent, and in addition, ENGINEER may, after giving seven days' written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

3.3.2 Suspension of Project

If the PROJECT is suspended or abandoned in whole or in part for more than 90 days, ENGINEER shall be compensated for all services performed prior to receipt of written notice from the CITY of such suspension or abandonment, together with Reimbursable Expenses then due.

3.3.3 Deletion of Disputed Items

CITY may temporarily delete any disputed items contained in Engineer's invoice, including items disputed due to lack of supporting documentation, and pay the remaining amount of the invoice. CITY shall promptly notify ENGINEER of the dispute and request clarification and/or remedial action. After any dispute has been settled, ENGINEER shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

3.3.4 Documentation of Costs and Expenses

Records of ENGINEER's Direct Labor Costs and Reimbursable Expenses pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. The ENGINEER will furnish documentation, records and other information in form sufficient to satisfy CITY's auditors upon request by the CITY. Such costs and expenses shall not be due until documentation is furnished, if CITY requests documentation.

3.3.5 Payment for Services and Expenses Upon Termination

In the event of termination of this Agreement by either the CITY or ENGINEER, ENGINEER shall be entitled to payment for services up to the time of termination, plus termination expenses. Termination expenses shall include labor and reimbursable expenses directly attributed to termination.

SECTION 4 - CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, CITY shall do the following in a timely manner:

4.1 City's Representative

The Community Development Director or designee shall act as CITY's representative with respect to services to be rendered under this Agreement and shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to ENGINEER's services for the PROJECT.

4.2 Provide Existing Data

Provide to ENGINEER existing data, plans, reports and other information known to, in possession of, or under control of CITY which are relevant to the execution of ENGINEER's duties on the PROJECT.

4.3 Provide Standards

The ENGINEER shall review all detailed specifications and documents furnished by the CITY. The ENGINEER shall advise the CITY as to the technical accuracy and content of CITY furnished documents. The extent of the review shall be coordinated with the CITY's representative. The CITY agrees to bear total responsibilities for technical accuracy and content of CITY-furnished documents that the CITY requests be incorporated into the PROJECT.

4.4 Provide Access

Arrange for access to, and make all provisions for, ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.5 Examine Documents

Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.6 Provide Advertising

Advertise for proposals from bidders, open the proposals at an appointed time and place, and pay for all costs incidental thereto.

4.7 Provide Prompt Notice

Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any condition that affects the scope or timing of ENGINEER's services.

4.8 Approvals and Decisions

At no cost to ENGINEER, provide the above data and services and shall render approvals and decisions as is necessary for the orderly progress of ENGINEER's services.

SECTION 5 - PERIODS OF SERVICE

5.1 Generally

The rates of compensation for ENGINEER's services provided for in this Agreement have been arrived at in anticipation of the orderly and continuous progress of the PROJECT through completion of the Services contained herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of ENGINEER's services and any required extensions thereto. If specific periods of time for rendering services are

set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment, agreed to by both the CITY and the ENGINEER.

5.2 Period of Service

The tasks and services as outlined in the Attachment A shall commence and terminate as indicated in Attachment A. The tasks and services outlined in additional Task Orders shall commence and terminate as indicated within each Task Order.

5.3 Completion of Services

ENGINEER's services under each Phase shall be considered complete at the earlier of: (1) the date when the submissions for that phase have been accepted by CITY; or (2) thirty days after the date when such submissions are deemed complete by CITY's representative. In each case, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the PROJECT shall be added to that particular Phase.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Standard of Care

ENGINEER shall perform all services under this Agreement in a manner which is consistent with generally accepted standards of professional engineering practice.

6.2 Termination

6.2.1 Termination for Default

This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day period to correct any alleged failure after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

6.2.2 Termination for Convenience by City

This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by CITY for its convenience.

6.2.3 Engineer's Obligation Upon Termination

Upon any termination, ENGINEER shall: (1) promptly discontinue all Services affected (unless a termination notice from CITY directs otherwise); and (2) upon full payment for services, deliver or otherwise make available to CITY all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process. All payments due ENGINEER at termination shall be made as provided in paragraph 3.3.5.

6.3 Opinions of Probable Construction Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER's Opinions of Probable Construction Cost provided for herein are

to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances who are familiar with the construction industry. Therefore, ENGINEER cannot and does not guarantee that proposals or actual Total Project or Construction Costs will not vary from Opinions of Probable Construction Costs prepared by ENGINEER.

6.4 Reuse of Documents

6.4.1 Liability for Reuse Without Written Verification

CITY may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT by CITY and others. Such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

6.4.2 Drawings and Specifications Prepared in CADD Form and Liability for Reuse

CITY will be permitted to retain copies of drawings and specifications prepared in CADD form for the CITY's information in its use of the PROJECT and in a form compatible with the CITY's CADD and wordprocessing program. Because information contained on computer discs and/or magnetic tapes can be unintentionally or otherwise modified by others besides ENGINEER, ENGINEER reserves the right to remove all indicia of ownership and/or involvement from the disc/magnetic tape provided to CITY. The original CADD data will be retained by ENGINEER. Any reuse by CITY or others without written verification or CADD adaptation by ENGINEER for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be mutually agreed upon by CITY and ENGINEER.

6.5 Insurance

6.5.1 Liability Insurance for Workers' Compensation and Employer's Liability Claims

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

6.5.2 Public Liability and Damage Insurance for Protection of City

ENGINEER shall maintain public liability and property damage insurance that protects the CITY and its officers, agents and employees from any and all claims, demands, actions and suits for damages to property or personal injury including death arising from the ENGINEER's work or ENGINEER's subcontractors work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence and \$500,000 for each occurrence involving property damage; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed upon municipalities of the state of Oregon

term of this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents and employees. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the CITY.

6.5.3 Professional Liability Insurance

ENGINEER shall maintain professional liability insurance for protection against claims arising out of performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable.

6.5.4 Engineer's Certificate of Insurance

The ENGINEER's shall, upon request of the CITY, file and maintain with the CITY a certificate of insurance certifying the insurance coverage required under this Agreement. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain insurance coverage as provided under this Agreement shall be cause for immediate termination of this Agreement by the CITY.

6.5.5 Engineer's Liability to City

The ENGINEER's liability to the CITY for any cause or combination of causes is, in the aggregate, limited to an amount no greater than \$1,000,000.

6.6 Subcontracts

Any subcontractors and outside associates, or consultants, required by ENGINEER in connection with the services covered by this Agreement will be limited to such individuals, or firms, as were specifically identified and agreed to during performance of the Agreement. Any substitution in such subcontractors, associates, or consultants will be subject to the prior written approval of CITY.

6.7 Controlling Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Oregon.

6.8 Successors and Assigns

6.8.1 Parties Bind Successors

The parties hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 6.8.2, their assigns, to the terms, conditions and covenants of this Agreement.

6.8.2 Nonassignment without Written Consent

Neither CITY nor ENGINEER shall assign, sublet or transfer any rights under, or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

6.8.3 Nonrelease Upon Assignment

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional

associates, subcontractors and consultants as ENGINEER may deem appropriate to assist in the performance of Services.

6.8.4 No Third Party Rights

Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and ENGINEER and not for the benefit of any other party.

6.9 Compliance With Laws

In connection with its activities under this Agreement, the ENGINEER shall comply with all applicable federal, state and local laws and regulations.

6.10 Indemnification

The ENGINEER shall hold harmless, defend and indemnify the CITY and the CITY's officers, agents and employees against all claims, demands, actions and suits (including all reasonable attorneys fees and costs) brought against any of them arising from the ENGINEER's negligence, omissions or intentional misconduct arising from the work under this Agreement.

6.11 Construction Procedures

ENGINEER shall not manage, supervise, control or have charge of construction, nor shall ENGINEER implement or be responsible for health or safety procedures. ENGINEER shall not be responsible for the acts or omissions of contractors or other parties on the PROJECT and shall not be responsible for construction means, methods, techniques, sequences, or procedures, nor safety precautions or programs. ENGINEER's monitoring or review of portions of the Work performed under construction contracts shall not relieve the Contractor from its responsibility for performing the Work in accordance with applicable contract documents.

6.12 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change shall be authorized and signed in the same manner as this Agreement.

6.13 Notice

Any notice provided under this Agreement shall be sufficient in writing delivered personally to the following address or deposited in the United States Mail postage paid certified mail return receipt requested addressed as follows to such other address as receiving party thereof shall specify in writing.

The CITY:
Greg Scoles
Community Development Department
City of Newberg
719 East First Street
Newberg, OR 97132

The ENGINEER:
Bruce R. Willey
HDR Engineering, Inc.
4500 SW Kruse Way, Suite 300
Lake Oswego, OR 97035

6.14 Severability and Waiver

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining

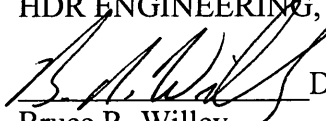
provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

6.15 Extent of Agreement

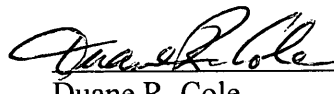
This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed or other form or document issued by CITY with respect to the PROJECT or ENGINEER's services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

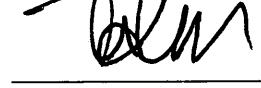
ENGINEER
HDR ENGINEERING, INC.:

 Date: 9/27/94
Bruce R. Willey
Senior Vice President

CITY OF
NEWBERG:

 Date: 9/28/94
Duane R. Cole
City Manager

APPROVED AS TO FORM AND
CONTENT

 Date: 9/26/94
Terrence D. Mahr, City Attorney

ATTACHMENT A TASK ORDER NO. 1

RE: AGREEMENT to furnish engineering services for the project known as the INSTRUMENTATION AND CONTROL SYSTEMS UPGRADE AT THE WATER AND WASTEWATER PLANTS dated September 28th, 1994.

Upon execution of this Task Order by CITY and ENGINEER, this Task Order will serve as authorization for ENGINEER to carry out and complete the services as set forth below in accordance with the referenced AGREEMENT between the CITY OF NEWBERG OREGON, and HDR ENGINEERING, INC.

SECTION 1 - SCOPE OF ENGINEER SERVICES

Task 100 - Project Management

101 - Kickoff Meeting

Conduct Project Kickoff Meeting with City staff to review the project objectives, the scope of work, the project schedule, and their involvement in the success of the project.

102 - Project Review Meetings

Meet with the City's project manager on a regular basis. Eight (8) meetings are anticipated.

103 - Management Activities

Update project schedules, identify and obtain resources to complete critical path activities and prepare monthly progress summaries and invoices for submittal to the City. Obtain resources to complete critical path activities and prepare monthly progress summaries.

Task 200 - Basics of Design Development

201 - Existing Information Review

Review existing information including engineering reports, design drawings, as-built drawings, O&M manuals, and operations records for the water treatment plant, wastewater treatment plant and remote facilities.

202 - Site Visits

Visit and inspect the water treatment plant, wastewater treatment plant, wellfield, pump stations and storage facilities to establish and confirm types of equipment and process control systems at each facility. Meet with operations staff during visits to discuss process control capability, equipment, and operational problems. Inspection will focus on adaptability of equipment and process control systems to different levels of automated control. Two days of site visits are anticipated.

203 - Identify Anticipated Future System Requirements

Identify potential and/or planned changes to the City's data management system, the water and wastewater treatment plants and the water distribution and wastewater collection systems. These will include suggested changes that result from the site inspections and the interviews with staff.

Purpose of subtask is to clarify the expandability and necessary future capability of the new automation and operator interface system.

204 - Draft Technical Memorandum

Prepare and submit three copies of a draft technical memorandum which summarizes information gathered in subtasks 201-203. The draft technical memorandum will identify process control capability, limitations, and desired control improvement for each major treatment process as well as a comprehensive summary of the City's existing water and wastewater control systems. In addition, the memorandum will identify design objectives and priorities for improving the existing I&C and data acquisition systems.

205 - Workshop

Conduct a one-half day workshop that presents the draft Basis of Design Technical memorandum to City staff. The objectives of the workshop are to confirm the information developed in the draft technical memorandum and gain consensus on the goals, objectives and priorities of the new automation and operator interface improvement.

Task 300 - Alternatives Evaluation

301 - Alternatives Development

Develop automation and operator interface alternatives that are responsive to the goals, objectives and priorities established in the Basis of Design and which address the limitations of the existing equipment modifications as well as hardware and software requirements. Each alternative will include the capability for expansion, the potential for phased implementation, and identify the capital and operational costs associated with each phase of the implementation.

302 - Alternatives Evaluation & Recommendation

The alternatives developed in subtask 301 will be evaluated using the criteria established in the Basis of Design memorandum. Based upon that evaluation, a recommended alternative will be developed which will include a proposed implementation schedule and budgets.

303 - Draft Technical Memorandum

Prepare and submit three copies of the Draft Alternatives Evaluation Technical Memorandum which summarizes Tasks 301 and 302.

304 - Workshop

The information developed in Draft Alternatives Technical Memorandum will be presented to City staff in a one-half day workshop. City staff will be invited to comment on the recommended alternative and the evaluation methodology.

Task 400 - Final Preliminary Design Report

Prepare a final preliminary design report. The final decision report will include the finalized technical memoranda developed in Tasks 200 and 300. Each technical memorandum will be finalized in response to City comments on the draft memoranda. The final design report will include an executive summary which summarizes the goals and objectives of the project, the capabilities and

limitations of the existing system, and the alternative development process. The executive summary will also describe the recommended alternative, discuss its merits and limitations, and present the budget and the recommended implementation schedule. Ten copies of the final preliminary design report will be submitted.

Task 500 - Miscellaneous Services

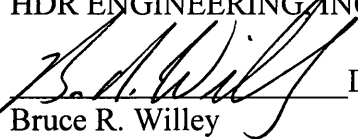
Provide engineering services related to improvements in the Instrumentation and Control systems that are identified during the preliminary design effort and that should be made prior to completion of the final preliminary design report. These improvements include those things necessary for worker safety, the continued reliable operation of the facilities, or for the timely development of an improved control system.

SECTION 2 - COMPENSATION

As consideration for providing the services enumerated in SECTION 1 - SCOPE OF WORK of this TASK ORDER NO. 1, the City shall pay the ENGINEER in accordance with the referenced Agreement. The total fee for these Engineering Services shall not exceed \$60,000 without written approval of the City.

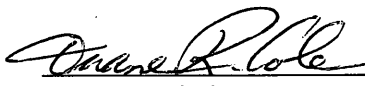
IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 1 as of the day and year shown.

ENGINEER
HDR ENGINEERING INC.:


Bruce R. Willey
Senior Vice President

Date: 9/27/94

CITY OF
NEWBERG:


Duane R. Cole
City Manager

Date: 9/28/94

EMPLOYEE RATE SCHEDULE

TASK ORDER NO. 1

INSTRUMENTATION AND CONTROL SYSTEMS UPGRADE AT THE WATER AND WASTEWATER PLANTS.

Employee	Invoice Labor Rate
Robert Eimstad	\$100.00
John Koch	\$100.00
Iqbal Diwan	\$100.00
Bob Bower	\$ 88.00
Darold Woodward	\$ 70.00
Steno/Clerical	\$ 20.00

ANTICIPATED PROJECT SCHEDULE

TASK ORDER NO. 1

INSTRUMENTATION AND CONTROL SYSTEMS UPGRADE AT THE WATER AND WASTEWATER PLANTS.

Project Kickoff Meeting	September 30, 1994
Basis of Design Tech Memo (TM) Submittal	November 7, 1994
Alternative Evaluation TM Submittal	December 9, 1994
Final Preliminary Design Report	January 31, 1995