

**CITY OF NEWBERG
AGREEMENT WITH SOUTHWOOD ENGINEERING CORP.
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG**

THIS CONTRACT is entered into this 21st day of DECEMBER 1998 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Southwood Engineering Corp., hereinafter called **Consultant**.

RECITAL

1. City has need for the services of a Consultant with particular training, ability, knowledge, expertise and experience possessed by Consultant.

**NOW, THEREFORE, IN CONSIDERATION OF MUTUAL FEES AND PROMISES,
THE PARTIES AGREE AS FOLLOWS:**

1. **Scope of Work:** The Consultant agrees to provide the services provided in the Scope of Work which is in Exhibit "A" and attached (attached hereto and incorporated by this reference). The Consultant represents and warrants to the City that the Consultant can perform the work outlined in the Scope of Work for the fee proposal amount.
2. **Compensation:** The Consultant agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

Engineering services for improvement to Charles Street sewage pump station with force main extension and Andrews Street sewage pump station	\$34,217.00
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The Consultant shall not exceed the fee for any task included in the fee proposal amount. If the Consultant sees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the Consultant shall notify the City in writing of the circumstances with an estimated amount that the fee is to be exceeded. The Consultant shall obtain written permission from the City before exceeding the maximum fee amount. If the Consultant does work that exceeds the maximum fee amount prior to obtaining the written permission, the consultant waives any right to collect that fee amount and forfeits any right.

3. **Additional Work Not Shown Within The Scope of Work:** If City requests or requires work to be done not within the Scope of Work in this project, the Consultant shall notify the City of such work, give an estimated fee amount, and obtain written instructions to proceed with work in the form of a contract amendment prior to proceeding with work and incurring any costs on behalf of the City. If Consultant proceeds with work prior to obtaining permission and/or contract amendment, the Consultant waives any right to collect fees for work performed.

4. **Status:** Consultant is not currently employed by the City. The parties to this contract intend that the relationship between them created by this contract is that of an employer-independent contractor. No agent, employee, or servant of Consultant shall be or shall be deemed to be the employee, agent or servant of City. City is interested only in the results obtained under this contract; the manner and means of conducting the work are under the sole control of Consultant, however, the work contemplated herein must meet the approval of the City and shall be subject to City's general right of inspection and supervision to secure the satisfactory performance thereof.
5. **Work Performed:** The work to be performed by Consultant includes services generally performed by Consultant in his or her usual line of business.
6. **Taxes:** Consultant will be responsible for any federal or state taxes applicable to payments received under this contract. City will report the total of all payments to Consultant, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.
7. **Benefits:** Consultant will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the contract payment except as a self-employed individual.
8. **Federal Employment Status:** In the event any payment made pursuant to this contract is to be charged against federal funds, Consultant certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.
9. **Hold Harmless:** Consultant shall defend, indemnify and hold harmless City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the negligent acts, errors, and omissions of the Consultant.
10. **Insurance:**
 - a) Consultant, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers; or by signing this contract, Consultant represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.
 - b) Consultant will at all times carry a Comprehensive General Liability insurance policy for at least \$1,000,000 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.
 - c) Consultant will at all times carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000. If this policy is a "claims made" type policy, the

policy type and company shall be approved by the City Manager prior to commencement of any work under this contract.

d) Consultant shall furnish the City with Certificates of Insurance upon execution of contract and City acknowledges receipt of such Certificates of Insurance.

11. **Indemnification:** The City of Newberg, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in paragraph 10(b) above. A certificate of insurance evidencing any policies required by this contract shall be delivered to the City prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The City has the right to reject any certificate for unacceptable coverage and/or companies.
12. **Employees' Taxes:** Consultant shall also defend, indemnify and hold harmless City against all liability and loss in connection with and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Consultant's employees engaged in the performance of this contract.
13. **Termination:** This contract may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon 30 days written notice.
14. **Contract Duration:** Except as provided for under paragraph 3, the duration of this contract shall be in accordance with Exhibit "A" or until project completion, whichever comes first. This fact notwithstanding, the services of Consultant shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A".

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES
BELOW.

By: CONSULTANT
Ronald P. Staehlin
Name: Ronald P. Staehlin
Title: President
Date: 12/16/98

By: CITY OF NEWBERG
Duane R. Cole
Name: Duane R. Cole
Title: City Manager
Date: December 21, 1998

Approved as to form/content:

Terrence D. Mahr
Terrence Mahr, City Attorney

Exhibit "A"

SECTION 4 – PROJECT OBJECTIVES AND APPROACH

PROJECT OBJECTIVES

This section presents a detailed description of our understanding and approach to the project. The primary objectives of this project are as follows:

- Replace the existing vacuum prime package-type pump stations with submersible pumps.
- Determine the appropriate flow conditions for the renovated pump stations.
- Extend the force main for the Charles Street Pump Station.
- Develop a cost effective sequence of construction that assures continued operation of the pump stations during construction.
- The design must be expedited such that the renovated pump stations are fully operational by October 31, 1999.

PROJECT APPROACH

Our design team is uniquely qualified to best complete the above objectives. They have just recently completed several similar projects which are described in Section 2.

Our proposed scope of work includes the following major tasks:

1. Performance Evaluation
2. Preliminary Design
3. Final Design
4. Bid Services
5. Services During Construction
6. O & M Manual Preparation
7. Record Drawings

Following is a detailed discussion of each of the above tasks:

Task 1: Performance Evaluation

1.1 Review Existing Data

The first step in the evaluation will be to review the existing data. We will review all available record drawings and operational data as well as interview operations and maintenance personnel.

1.2 Develop Hydraulics Analyses

We will work with the City to determine the design flows for the pump stations. We will also perform hydraulic analyses of the force main systems for use in selection of the pumps.

1.3 Develop and Evaluate Alternatives

Based on the data and input from City Staff, we will develop and evaluate alternatives to determine the most effective means to meet the objectives of this project.

Following is a discussion of our project approach for each of the pump station projects:

- Charles Street Pump Station and Force Main:

The existing pump station is located in the center of a 20-foot by 20-foot site and has a gravity sewer manhole immediately in front of it. Because of the site constraints, we believe the best option will be to place the new pumps inside the existing wet well. We recommend the following approach and sequence of construction:

- Excavate to expose the force main on the site.
- Plug the gravity sewer pipe where it enters the pump station wet well.
- Provide a septic tank truck to temporarily collect the influent entering the manhole in front of the pump station.
- Cut into the force main outside the pump station and install a tee with a valve in each leg. One leg will be for a temporary bypass connection. The other leg will connect to the new pumps.
- Provide 2 temporary electric pumps (1 pump for backup) to pump from the manhole to the newly installed bypass connection in the force main. At this point the septic tank truck will no longer be required.
- Remove the pumps and all equipment from the existing package pump station and cut a 5-foot diameter hole in the steel bottom. Also cut off the top of the pump station so it is level with the existing grade.
- Install a 5-foot diameter form in the 6-foot diameter package pump station and fill the void with concrete. Provide pipe sleeves through the wall for discharge pipes and electrical and control conduits.
- Install new concrete top with surface 6 inches above grade.
- Construct valve vault around force main tee outside pump station.

- j. Install new pumps, piping, valves, and electrical and control systems.
- k. Install and test new force main extension, then connect to existing force main.
- l. Startup and performance test new pump systems.

- **Andrew Street Pump Station:**

The existing pump station is located within the street right-of-way in a 13-foot space between the curb and right-of-way line. The City also owns the property behind the right-of-way line. This pump station could be modified with an approach similar to that recommended for the Charles Street Pump Station. However, there is no gravity sewer manhole immediately in front of the pump station. Instead, there are three gravity sewers entering the wet pit from remote manholes to the west, north, and east of the pump station.

Therefore, if the same approach is used as that recommended for the Charles Street Pump Station, the temporary pumping would have to be from the wet pit or each of the three remote manholes. This would increase the cost compared to that for the Charles Street Pump Station.

Since there is room at the site, another approach to be considered is the construction of a new wet well with submersible pumps adjacent to the existing pump station. Upon completion of the new pump station, the existing pump station could be converted to a valve vault and a gravity line installed between the existing wet well and the new wet well.

We propose to evaluate each of the above alternatives for the modifications to the Andrews Street Pump Station to determine which one is the most cost effective.

1.4 Meet with City Staff

We propose to meet with City Staff during the Performance Evaluation to present and discuss proposed alternatives and select the preferred alternatives.

Task 2: Preliminary Design

2.1 Develop Preliminary Design

Based on the alternative selected in the performance evaluation, we will develop a preliminary design and submit 30% design plans to the City.

2.2 Develop Construction Cost Estimate

A preliminary construction cost estimate will be submitted with the 30% submittal.

2.3 Meet with City Staff

We will meet with City Staff to obtain comments and feedback based on their review of the 30% submittal.

Task 3: Final Design

3.1 Final Design Submittals

Final design will include all structural, electrical, I & C, and mechanical work necessary to provide a complete set of biddable contract documents. We will submit 50% and 90% designs, including plans and specifications.

3.2 Develop Sequence of Construction

We will work with the City to develop a sequence of construction that will allow the pump stations to remain operational during construction.

3.3 100% Design Submittal

After incorporating the City's comments, we will provide the City with 100% design drawings and specifications, ready for printing. Electronic files for the drawings and specifications will also be provided in formats approved by the City.

3.4 Prepare Final Cost Estimate

Along with the 100% design submittal, we will include the final construction cost estimate.

3.5 Prepare DEQ Submittal

We will submit the 100% design submittal to DEQ along with additional data and design criteria required by DEQ.

3.6 Meet with City Staff

We propose to meet with City Staff during the following stages of the final design:

- A. 50% design submittal
- B. 90% design submittal

Task 4: Bid Services

4.1 Respond to Bidder's Questions

We will respond to bidders' questions and provide clarifications during the bid period.

4.2 Attend Prebid Conference

We will attend the prebid conference to give a presentation and discuss the project with bidders.

4.3 Prepare Addendums

We will prepare addendums as required to clarify or revise the contract documents.

4.4 Attend Bid Opening

We will attend the bid opening.

4.5 Review Bids and Recommend Award

We will review the bids with regard to the technical aspects of the project and the qualifications of the low bidder to perform the work. We will make a recommendation to the City for award of the contract.

Task 5: Services During Construction

5.1 Attend Preconstruction Conference

We will assist in the organization and attend the preconstruction conference.

5.2 Provide Clarifications

We will provide clarifications to the contract documents in response to requests by the contractor.

5.3 Review Shop Drawings

We will review shop drawings at the City's request to assure that construction is in conformance with the design concept.

5.4 Attend Construction Meetings

We will attend construction meetings at the City's request

5.5 Periodic Site Visits

We have assumed that the City's Staff will provide day-to-day inspection of the job sites. However, our proposal includes periodic visits to the site to assist the City's inspector when requested by the City. We have included this subtask since other Cities have requested this service on similar projects, especially where assistance is needed for electrical and structural inspections.

5.6 Assist with Change Orders

We will provide technical information for inclusion into change orders prepared by the City. We will review change orders as requested by the City.

5.7 Attend Final Inspection

We will assist in the final inspection of the work and prepare a list of deficiencies.

Task 6: O & M Manual Preparation

- 6.1 We will prepare a written O & M Manual in a format approved by the City and DEQ. The manual will be furnished in hard copy and electronic format.

Task 7: Record Drawings

- 7.1 On the basis of records kept by the contractor and the City's inspector, we will revise the contract documents to reflect the as-built condition. Electronic files for the record drawings will be provided.

SECTION 5 – PROJECT SCHEDULE

The schedule to complete the City's Pump Station and Force Main Projects is presented in Figure 5-1. The enumerated tasks are described in Section 4, Project Objectives and Approach, of this proposal.

We realize this project needs to be completed during the fall of 1999. Therefore, we will begin work immediately upon given notice to proceed. Although it is a short timeframe, we believe the project can be implemented as shown in our schedule. We are dedicated to paying close attention to the schedule and committing the people to the project as required to meet the schedule.

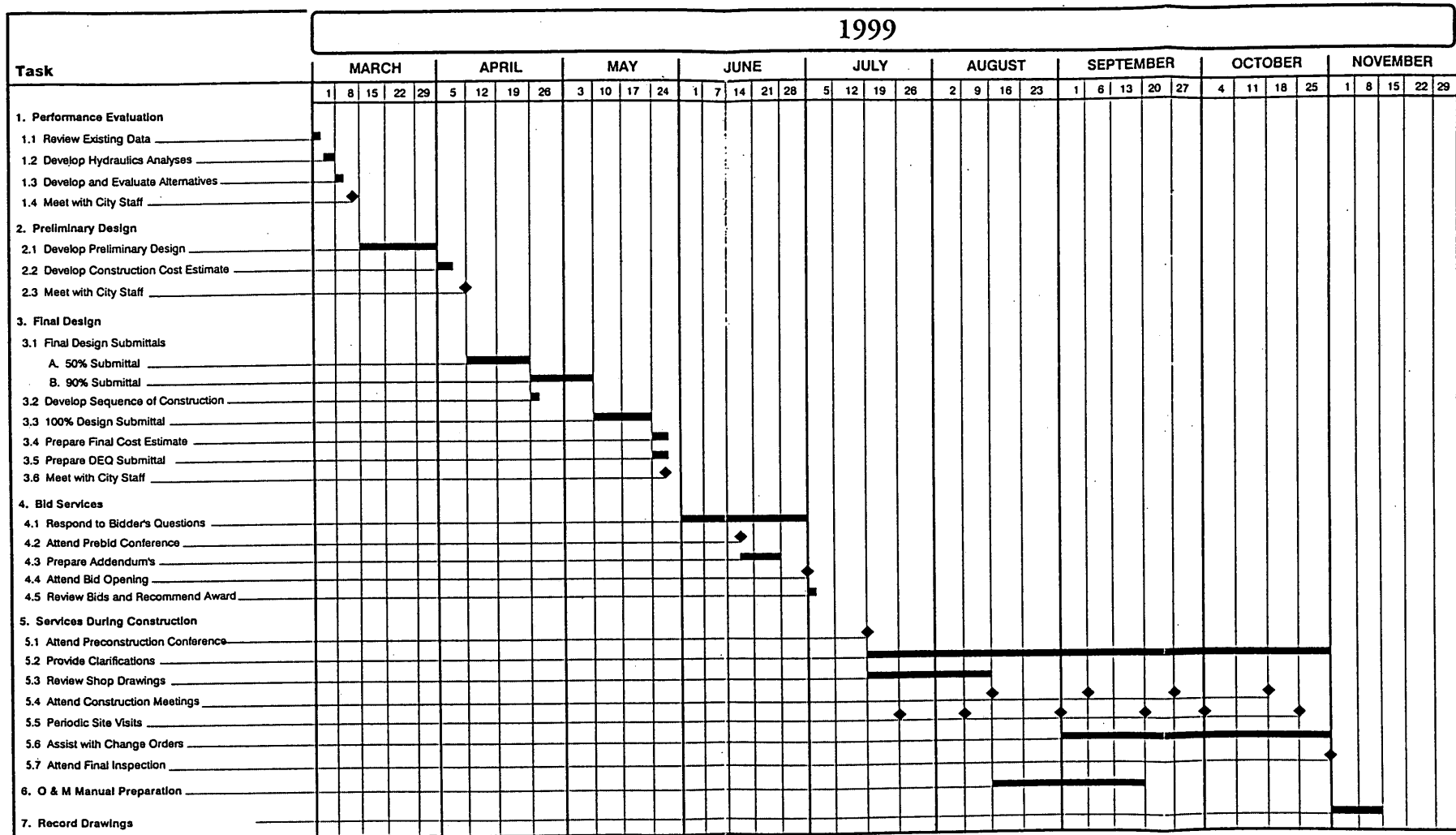


Figure 5-1
Proposed Project Schedule
City of Newberg Charles Street Sewage
Pump Station with Force Main Extension and
Andrews Street Sewage Pump Station

SECTION 6 – FEE PROPOSAL

A detailed summary of our fee, by major task and subtask, is presented in Table 6-1. We will provide the engineering services as described in the City's RFP and in this proposal for a lump sum fee of \$34,217.

We have assumed in our proposal that the City's Staff will provide the day-to-day inspection of the construction. However, our fee proposal includes 48 hours for attending construction meetings and periodic site visits (Tasks 5.4 and 5.5). If this amount of time is not required, we will reduce the fee accordingly. The total fee proposed for these two tasks is \$3,854.

The City's RFP requires coverage for professional liability insurance. Southwood Engineering carries a professional liability policy in the amount of \$500,000.

We also propose that the rate schedule presented in Table 6-2 be used as the basis for charges if services outside the agreed upon scope of work are requested by the City.

EXHIBIT A

Fee Summary

City of Newberg Charles Street Sewage Pump Station with Force Main Extension and Andrews Street Sewage Pump Station

Task	Ron Staehlin Manager / Designer	Jerry Hildenbrand Electrical Designer	Karla Holmgren Graphics	Shannon Seaver Clerical	TOTAL WORK HOURS	TOTAL LABOR COST	EXPENSE COST	TOTAL COST	SUBTOTALS
1. Performance Evaluation	\$65	\$113	\$35	\$25					
1.1 Review Existing Data	2	2			4	\$356	\$36	\$392	
1.2 Develop Hydraulics Analyses	6				6	\$390	\$39	\$429	
1.3 Develop and Evaluate Alternatives	8			1	9	\$545	\$55	\$600	
1.4 Meet with City Staff	4				4	\$260	\$26	\$286	\$1,707
2. Preliminary Design									
2.1 Develop Preliminary Design	24	12	34	3	73	\$4,181	\$418	\$4,599	
2.2 Develop Construction Cost Estimate	6			1	7	\$415	\$42	\$457	
2.3 Meet with City Staff	4				4	\$260	\$26	\$286	\$9,342
3. Final Design									
3.1 Final Design Submittals									
A. 50% Submittal	16	12	24	8	60	\$3,436	\$344	\$3,780	
B. 90% Submittal	24	16	46	6	92	\$5,128	\$513	\$5,641	
3.2 Develop Sequence of Construction	2	1			3	\$243	\$24	\$267	
3.3 100% Design Submittal	12	8	12	3	35	\$2,179	\$218	\$2,397	
3.4 Prepare Final Cost Estimate	2			1	3	\$155	\$16	\$171	
3.5 Prepare DEQ Submittal	8		4		12	\$660	\$66	\$726	
3.6 Meet with City Staff	8				8	\$520	\$52	\$572	\$13,554
4. Bid Services									
4.1 Respond to Bidder's Questions	4	2			6	\$486	\$49	\$535	
4.2 Attend Prebid Conference	3				3	\$195	\$20	\$215	
4.3 Prepare Addendum's	8	4	4	4	20	\$1,212	\$121	\$1,333	
4.4 Attend Bid Opening	2				2	\$130	\$13	\$143	
4.5 Review Bids and Recommend Award	1			1	2	\$90	\$9	\$99	\$2,325
5. Services During Construction									
5.1 Attend Preconstruction Conference	4				4	\$260	\$26	\$286	
5.2 Provide Clarifications	8	4		2	14	\$1,022	\$102	\$1,124	
5.3 Review Shop Drawings	6	6			12	\$1,068	\$107	\$1,175	
5.4 Attend Construction Meetings	16				16	\$1,040	\$104	\$1,144	
5.5 Periodic Site Visits	24	8			32	\$2,464	\$246	\$2,710	
5.6 Assist with Change Orders	4	4		2	10	\$762	\$76	\$838	
5.7 Attend Final Inspection	4	4			8	\$712	\$71	\$783	\$8,060
6. O & M Manual Preparation	16	3	16	12	47	\$2,239	\$224	\$2,463	\$2,463
7. Record Drawings	4	2	6		12	\$696	\$70	\$766	\$766
TOTAL WORK HOURS	230	88	146	44	508				
TOTAL COST	\$14,950	\$9,944	\$5,110	\$1,100		\$31,104	\$3,113	\$34,217	\$34,217

TABLE 6-2
SOUTHWOOD AND CH2M HILL
LABOR RATE SCHEDULE

Project Manager and Designer

Ron Staehlin/Southwood	\$ 65.00
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Electrical Designer

Jerry Hildenbrand/CH2M HILL	\$113.00
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Graphics

Karla Holmgren/New Tech Graphics	\$ 35.00
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Clerical

Shannon Seaver	\$ 25.00
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ACORD

CERTIFICATE OF LIABILITY INSURANCE

SSR
CUMOR01DATE (MM/DD/YY)
05/01/00

PRODUCER Woods & Grooms, Inc. 529 Washington Street Columbus IN 47201 Phone: 812-373-4435 Fax: 812-373-4445		CITY OF NEWBERG CITY RECORDER INDEX NO. 1647	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Cummins Northwest, Inc. P.O. Box 2710 Portland OR 97208-2710		INSURERS AFFORDING COVERAGE INSURER A: Centennial Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	299403812	05/02/00	05/02/01	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
A	☒ Broad Form Liab.				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY	299403812	05/02/00	05/02/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	☒ HIRED AUTOS				
A	☒ NON-OWNED AUTOS				
A	☒ Auto Phys. Damage				
A	GARAGE LIABILITY	299403812	05/02/00	05/02/01	AUTO ONLY - EA ACCIDENT \$ 1,000,000
	☒ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	299403812	05/02/00	05/02/01	EACH OCCURRENCE \$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
	☐ DEDUCTIBLE				\$
	☒ RETENTION \$ 10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	299403812	05/02/00	05/02/01	Spec. Form A RC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Diesel engine sales and service. Certificate holder is an additional insured with respect to work performed by the Named Insured.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Newberg Community Development Office 719 E. First Street Newberg OR 97132			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			Phillip L. Woods