CITY OF NEWBERG PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

October 10, 2001

Project:

Middlebrook Street/Fire Station Signal

Consultant:

Anderson Engineering, Inc.

Summary of Proposed Changes:

1. Work Involved:

Additional work was necessary to complete the project due to difficulties with the conduit, scheduling ODOT and a traffic engineer to perform unexpected services, unexpected sign ordering.

2. **Cost Summary:**

Original contract amount:	\$4,505.00
Net change by previous amendments:	-0-
Previous total:	\$4,505.00
This amendment:	\$1,500.00
Amended contract amount:	\$6,005.00

3. **Contract Time:**

This Amendment does not affect the contract schedule.

All other provisions of the professional services agreement remain in force.

Anderson Engineering, Inc.

ACCEPTANCE SIGNATURES:

arry Anderson, P.E., P.L.S.

President

City of Newberg

Duane R. Cole

City Manager

Approved as to Form: (Mah)

Terrence D. Mahr MW

City Attorney

CITY OF NEWBERG

AGREEMENT WITH LARRY ANDERSON, P.E., P.L.S. dba ANDERSON ENGINEERING, INC. TO PROVIDE CONSULTING SERVICES TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this <u>Oth</u> day of October, 2000 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called City, and

Larry Anderson, P.E., P.L.S. dba Anderson Engineering, Inc. 112 N. Springbrook Road Newberg, Oregon 97132 503-537-1110 fax: 503-537-0910 andeng@open.org

hereinafter called Consultant.

RECITALS:

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

MIDDLEBROOK STREET/FIRE STATION SIGNAL

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. <u>Effective Date and Duration</u>: This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on-going work. This fact not withstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A."

Expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to any reach of a Consultant warranty or any fault or defect in Consultant's performance that has not been cured.

2. <u>Termination</u>: This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Consultant**. The **City** may terminate immediately upon notice to the **Consultant** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **Consultant's** work. The **City** may terminate Agreement at any time for material breach. This Agreement may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any

time upon a 30-day written notice.

- 3. <u>Scope of Work</u>: The Consultant agrees to provide the services provided in the Scope of Work which is Exhibit "A" and 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.
- 4. <u>Compensation</u>: 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:

\$4,505.00

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 not-to-exceed fee amount. If the Consultant does work that exceeds the maximum fee amount prior to obtaining the

Agreement with Larry Anderson, P.E., P.L.S. Anderson Engineering, Inc. October 6, 2000 Page 2

written permission, the Consultant waives any right to collect that fee amount.

- 5. Additional Work Not Shown within the Scope of Work: If City requests or requires work to be done not within the Scope of Work of this project, the Consultant shall notify the City of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement 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 Agreement amendment, the Consultant waives any right to collect fees for work performed.
- 6. <u>Agreement Documents</u>: This Agreement consists of the following documents which are listed in descending order of preference: Contract and Scope of Work.

This Agreement with attached Exhibits is the proposal of the Consultant. Work is 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.

- 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 Agreement payment except as a self-employed individual.
- 8. <u>Federal Employment Status</u>: In the event any payment made pursuant to this Agreement 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. Consultant's Warranties: The work to be performed by Consultant includes services generally performed by Consultant in his/her usual line of business. The work performed by the Consultant under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The Consultant shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and dully licensed to perform the work.
- 10. Indemnity: Consultant shall defend, indemnify and hold harmless City from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to the activities of the Consultant, or its officers, employees, subcontractors, or agents under this Agreement.
- 11. <u>Independent Contractor</u>: Consultant is not currently employed by the City. The parties to this

Agreement intend that the **Consultant** perform all work as an 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 Agreement; 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.

12. <u>Taxes</u>: Consultant will be responsible for any federal or state taxes applicable to payments received under this Agreement. 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.

13. 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 Agreement, 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 \$1,000,000.00 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 \$2,000,000.00. The **City**, 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 this paragraph.
- c) Consultant will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. 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 Agreement.
- d) Consultant shall furnish the City with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement 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.
- 14. <u>Assignment:</u> The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the

Agreement with Larry Anderson, P.E., P.L.S. Anderson Engineering, Inc. October 6, 2000 Page 3

other.

Ownership of Work Product: All original documents prepared by Consultant in performance of this Agreement, including but not limited to original maps. plans, drawing and specifications are the property of City unless otherwise agreed in writing. Quality reproducible records copies shall be provided to City at City's expense, upon request. City shall indemnify and hold harmless Consultant and Consultant's independent professional associates or Subconsultants from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

16. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

CONSULTANT

By:

Name: Larry Ánderson, P.E., P.L.S. dba Anderson Engineering, Inc.

Title:

Principal

Date: Oct: 6, 2000

CITY OF NEWBERG

Name:

Duane R. Cole

City of Newberg

Title:

City Manager

Date: 90-13 2000

Approved as to form:

Terrence D. Mahr, City Attorney

EXHIBIT A

AGREEMENT TO THE CITY OF NEWBERG TO PROVIDE CONSULTING SERVICES

SCOPE OF WORK RELATED TO MIDDLEBROOK/FIRE STATION SIGNAL

September 8, 2000

<u>Task</u>		
1.	Resurrect project files	2 hrs
2.	Follow up on material orders and order rest of materials	5 hrs
3.	Coordinate with Chief Sherman	4 hrs
4.	Revise construction plans	6 hrs
5.	Stake pole locations	2 hrs
6.	Prepare specifications and advertisement	16 hrs
7.	Advertise bids (by City)	0 hrs
8.	Construction Services, Inspection/Engineering	12 hrs
9.	Coordinate signal timing and testing (by City sub-contractor)	<u>6 hrs</u>
	Anticipated Total Hours	53 hrs

Estimated Cost Not-to-Exceed \$4,505.00

City of NewbergCompetitive Quote Summary Sheet

Purchase/Contract Description_	Middlebnok	CStreet	Fire St	ation.	Slanal
	·	· · · · · · · · · · · · · · · · · · ·			<u>J </u>

	Date	Vendor	Contact	Phone #	Quote	
- 1		Anderson Engineering	Larry Andorson	537-1110	\$4505,00	
	10/30/00	CHAM Hill	Bob Fuller	235-5023	9,000	
	wbolou	Crane + Merseth	Gordon Merseth	1654-2005	700 DID	쐓
	10300	Ed Skurdson Ena.	Ed Signudson	362-4983	6335.00	
		\circ	O			

comments: * Larry has made certain contacts for products that will save the City money. Another consultant may or may not have the same contacts.

* unable to need our time frame.

Instructions:

- 1. Enter quotes above.
- 2. Attach documentation of competitive quotes received (if available).
- 3. Indicate vendor selected by placing an asterisk * next to the vendor selected.
- 4. Comments would include any additional information necessary, such as why you were unable to obtain the required minimum number of quotes, or an explanation if you chose to go with a vendor that was not the lowest quote.

EXHIBIT A



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SCOPE OF WORK RELATED TO MIDDLEBROOK/FIRE STATION SIGNAL

September 8, 2000

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9.	Coordinate signal timing and testing (by City sub-contractor)	<u>6 hrs</u>
	Anticipated Total Hours	53 hrs

Estimated Cost Not-to-Exceed

\$4,505.00



DCT 3 1 2000

October 30, 2000

Michael Soderquist, PE Director Community Development Department City of Newberg P.O. Box 970 Newberg, Oregon 97132

Subject: 1) Middlebrook Street Fire Station Signal and 2) Morton Street Storm Sewer Engineering Services Proposal

Dear Mr. Soderquist:

We understand that the City wishes to proceed with the subject projects. We have received and reviewed the general scope of work information for the project and present this proposal to provide the engineering design for this work.

Middlebrook Street Fire Station Signal

Scope of Work

The following scope of work is related to the Middlebrook Street Fire Station traffic signal design and services during construction.

Task 1 Review the City files regarding the project.

<u>Task 2</u> Determine the materials on-hand for the project and prepare a list of additional materials required for the project. Order for the balance of the materials.

<u>Task 3</u> Coordinate the design and construction activities with Fire Chief Sherman.

<u>Task 4</u> Revise construction plans as necessary.

<u>Task 5</u> Field locate and stake the pole locations.

<u>Task 6</u> Prepare specifications and the advertisement for bids.

<u>Task 7</u> The advertisement phase will be conducted by the City staff.

<u>Task 8</u> Provide services during construction including inspection.

<u>Task 9</u> Coordinate the signal timing and testing which is to be done by others.

Deliverables

The deliverables for the nine tasks will be required materials list and the design drawings and specifications for the fire station traffic signal. Any required permitting that may be required will be completed by others.

Compensation

We propose completing the above nine tasks on the basis of time and expenses with the estimated budget of \$9,000.

Assumptions

The City will provide all drawings and other related information already completed by city staff. The electronic file of drawings and specifications will be available to us.

Any required permitting will be performed by others.

Specifications will incorporated onto the drawings to the extent possible.

The city will conduct the bid phase.

The cost of additional materials is not in the engineering budget.

Morton Street Storm Sewer

Scope of Work

The following scope of work is related to the Morton Street Storm Sewer design and services during construction.

Tasks to be provided by Consultant:

- Attend project kickoff meeting
- Provide project management
- Provide Public/Agency information support
- Identify utilities on the pipeline route as information is available
- Prepare easement descriptions and drawings of up to 5 easements
- Perform the hydraulic design of storm drain using ODOT or City provided hydrology
- Provide construction drawings and required specifications
- Coordinate design with ODOT and Willamette & Pacific Railroad
- Coordinate easement requirements with property owners and City
- Provide 30 sets of contract documents for bidding
- Assist City during the bid phase by providing plan interpretation for contractors
- Provide assistance in evaluation of bids and award

- Provide construction staking
- Review progress payment requests
- Using the City inspector and contractor mark-ups, provide record drawings

Tasks to be provided by the City:

- Public information
- Obtain all required permits, confirm that wetlands permitting is not required
- Assist in obtaining and recording easements
- Topographic and control surveys
- Distribution of bid documents
- Receipt and opening of bids
- Contract award
- Construction inspection

Deliverables

The following shall be supplied to the City upon completion:

- One set of contract plans on permanent, stable, reproducible mylars to a scale that will be readable when reduced to half size, stamped and signed by the Engineer of Record.
- One set of Special Provisions to City's Standard Specifications, stamped and signed by the Engineer of Record.
- Two copies of the Engineer's itemized cost estimate and schedule of construction of the project.
- Electronic files in AutoCAD Release 14 for final drawings (without electronic Engineers seal).
- 15-foot permanent utility easement and 30 foot temporary construction easement descriptions as an exhibit on City standard easement dedication forms for each affected property up to five properties.
- Thirty sets of bid documents.

Compensation

We propose completing the above Consultant tasks on the basis of time and expenses with the estimated budget of \$31,000.

Assumptions

For the purpose of developing this scope the following design assumptions have been made:

- ODOT Hydrology report will be used for the design flow. (10 yr-1 hr storm event, Rational Formula), with a check of the Newberg Storm Water Master Plan model (SWMM 25-year storm event). The pipe will be sized for the greater of the two flows.
- No wetlands delineation, permitting or mitigation is necessary.
- No soil investigation is necessary.
- The pipe will be constructed along the existing route. Easements will be granted by

the property owners or the City will exercise their prescriptive rights to access the existing line.

AutoCAD Release 14 computer system will be used for all graphics.

Summary

Please call me if there are any scope assumptions that you wish to discuss or other questions you may have regarding this scope of work. Thank you for the opportunity to submit this proposal for engineering services to the City of Newberg.

Sincerely,

CH2M HILL

Robert L. Fuller, PE Senior Consultant



Crane & Merseth Engineering/Surveying

6566 S.E. Lake Road, Suite D · Milwaukie, OR 97222-2138 · Phone: (503) 654-2005 · Pax: (503) 654-2575

October 30, 2000

Mike Soderquist, PE
Director, Community Development Department
City of Newberg
PO Box 970
Newberg, OR 97132

RE: Request for Engineering Services

Dear Mr. Soderquist,

Thank you for your request for engineering service quotes on the Middlebrook Street Fire Station Signal and the Morton Street Storm Sewer reconstruction. These projects are typical of the municipal services we provide and would like to offer proposals to you for them.

However, in reviewing the work scope you provided and looking at our staff availability in the near future, I must decline to offer quotes at this time. While the Middlebrook Signal project is relatively short and would not require much time, as indicated in your Attachment A, our staff would not be able to match your estimate of hours even if time were available.

The Morton Street Storm Sewer design is very typical of the projects we provide to our clients. Unfortunately, our staff are currently busy on other assignments and not available for this work. I would not want to offer a proposal and then not have time to satisfy your schedule.

I hope that this response does not preclude our being asked for proposals in the future. Our work load changes regularly and we are always watching for opportunities to provide engineering and surveying services to local cities. I trust that you will receive suitable responses on these projects and finalize them within your schedule.

Sincerely.

Crane & Merseth Engineering/Surveying

Chane, for

Gordon Merseth, PE

Vice President

C: Sue Crane, PF/PI,S



EDWARD SIGURDSON, PE, PLS

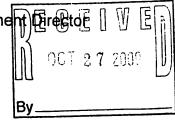
CONSULTING ENGINEER

October 25, 2000

Mr. Mike Soderquist, Community Development Fredtof P. O. Box 970

Newberg, OR 97132

Dear Mr. Soderquist:



P.O. Box 4297 **SALEM, OR 97302** (503) 362-4983 e-mail edsig@OPEN.org

Re: Engineering Services for Middlebrook Street / Fire Station Signal and Morton Street Storm Drainage Project

Thank you for the opportunity to provide a quotation for engineering services for these two projects. I would be pleased once again be of assistance to the City. In the documents you provided, the scope of the work for both projects has been defined and you have requested an estimate of the cost for providing the services and, I would assume, my availability to do the work. This information has been provided in and with this letter proposal.

My workload is very heavy at the moment but I have no major projects currently scheduled after early February, 2001. I could begin work at that time and estimate the A project will require about 45 days to complete to the bidding stage. The B project (storm drainage) will require 90 days to complete and the two projects could progress together. I would expect to have a completed bid package on the A project by April 1, 2001 and the B project on June 1, 2001.

The estimated engineering cost has been attached on a spreadsheet. Both projects are detailed on this sheet. As always, the costs and schedule are negotiable and may be modified by refining the scope of work.

For your information, I have enclosed a statement of qualifications and a full resume. These show the depth of my over 35 years experience in municipal public works. References are included in the SOQ and others can be provided as needed.

Again, I wish to express my appreciation for being considered for this work. I will make myself available for an interview if desired.

Sincerely.

Edward A. Sigurdson, PE, PLS

Project Engineer

PD\Newberg 10-25-00

City of Newberg

Middlebrook/Fire Station Signal Estimate for Engineering Services

	Estimated	Engineering	Estimated	Estimated	Totals
	Hours	@ \$75/h	Subconsultant	Expenses	
1 Resurrect project files	2	\$150	\$0	\$0	\$150
2 Follow-up on material orders and order rest of materials	5	\$375	\$0	\$0	\$375
3 Coordiante with Chief Sherman	! 4	\$300	1	\$0	\$300
4 Revise construction plans	· 6	\$450	\$450	\$200	\$1,100
5 Stake pole locations	. 2	\$150	\$450	\$150	\$750
6 Prepare specifications and advertisement	16	\$1,200	\$0	\$200	\$1,400
7 Advertixe bid (by City)	0	\$0	\$0	\$0	\$0
8 Construction services, inspection, engineering	12	\$900		\$150	\$1,350
9 Coordinate signal timing and testing (by City sub-contractor)	6	\$450	\$0	\$0	\$450
10 Project management	6	\$450	0	0	\$450
Totals	53	\$4,425	\$1,200	\$700	\$6,325
Estimated Not to Exceed Cost	; ; ;		·		\$6,325

City of Newberg

Morton Street Storm Drain Design

Estimate for Engineering Services

	Estimated	Engineering	Estimated	Estimated	Totals
	Hours	@ \$75/h	Subconsultant	Expenses	
1 Project start-up, meetings, backgrounding	12	\$900	\$0	\$150	\$1,050
2 Topographic and control survey	14	\$1,050	\$2,000	\$150	\$3,200
Easement descriptions and acquisition assistance	24	\$1,800	\$0	\$100	\$1,900
Design - Drafting - As-builts	92	\$6,900	\$3,000	\$200	\$10,100
Construction staking	6	\$1,000	\$1,500	\$400	\$2,900
Project Management	18	\$1,350	\$450	\$100	\$1,900
Printed materials	4	\$300	\$0	\$350	\$650
Totals	158	\$12,400	\$6,950	\$1,300	\$20,650
Estimated Not to Exceed Cost					\$20,65

CITY OF NEWBERG

AGREEMENT WITH LARRY ANDERSON, P.E., P.L.S. dba ANDERSON ENGINEERING, INC. TO PROVIDE CONSULTING SERVICES TO THE CITY OF NEWBERG

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Larry Anderson, P.E., P.L.S. dba Anderson Engineering, Inc. 112 N. Springbrook Road Newberg, Oregon 97132 503-537-1110 fax: 503-537-0910 andeng@open.org

hereinafter called Consultant.

RECITALS:

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

MORTON STREET STORM SEWER DESIGN, BID AND CONSTRUCTION PHASES

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. <u>Effective Date and Duration</u>: This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on-going work. This fact not withstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A."

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end of a project phase as defined in Exhibit "A" or at any time upon a 30-day written notice.

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- 4. <u>Compensation</u>: 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:

\$22,250.00

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

Agreement with Larry Anderson, P.E., P.L.S. Anderson Engineering, Inc. October 6, 2000 Page 2

permission from the **City** before exceeding the not-to-exceed 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.

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- 8. <u>Federal Employment Status</u>: In the event any payment made pursuant to this Agreement 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.
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- 10. <u>Indemnity</u>: Consultant shall defend, indemnify and hold harmless City from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to the activities of the Consultant, or its officers, employees, subcontractors, or agents under this Agreement.

- 11. <u>Independent Contractor</u>: Consultant is not currently employed by the City. The parties to this Agreement intend that the Consultant perform all work as an 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 Agreement; 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.
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13. 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 Agreement, 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 \$1,000,000.00 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 \$2,000,000.00. The City, 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 this paragraph.
- c) Consultant will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. 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 Agreement.
- d) Consultant shall furnish the City with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement 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.
- 14. <u>Assignment</u>: The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms

Agreement with Larry Anderson, P.E., P.L.S. Anderson Engineering, Inc. October 6, 2000 Page 3

of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. Ownership of Work Product: All original documents prepared by Consultant in performance of this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of City unless otherwise agreed in writing. Quality reproducible records copies shall be provided to City at City's expense, upon request. City shall indemnify and hold harmless Consultant and Consultant's independent professional associates or Subconsultants from all

claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

16. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

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By: Mary enderson

Name: Larry Anderson, P.E., P.L.S. dba

Anderson Engineering, Inc.

Title: Principal

Date: Oct. 6, 2000

CITY OF NEWBERG

Name:

Duane R. Cole

City of Newberg

Title:

City Manager

Date: 9/0v- 13 2000

Approved as to form:

Terrence D. Mahr, City Attorney

EXHIBIT A

AGREEMENT TO THE CITY OF NEWBERG TO PROVIDE CONSULTING SERVICES

SCOPE OF WORK RELATED TO MORTON STREET STORM SEWER DESIGN, BID AND CONSTRUCTION PHASES

August 8, 2000

Prepared by

Anderson Engineering, Inc.

Morton St. Storm Sewer Design Engineering

Scope of Professional Services

Project Description

This project involves the replacement of a failing storm drain pipe from the culvert at the Willamette & Pacific Railroad and the westerly extension of Hancock Street, through backyards and a vacated easement to the outfall into a tributary of Chehalem Creek, west of Morton Street and south of Sheridan St. The existing storm drain has collapsed near the outfall under nearly twenty feet of unengineered fill. The line at Sheridan St. is impassable for cleaning equipment and a cavity has formed under an adjacent driveway due to an apparent break in the storm drain. Maintenance (and replacement construction) access along the existing pipe is questionable because of the apparent lack of a utility easement. There are no as-built records of the pipe and it does not appear to be an engineered drainage system.

This pipe carries the storm water from much of the downtown area west of Blaine St. as well as the water intercepted by the railroad ditch west of College Street.

The goal of this project is to construct an engineered storm drain system within public street right-of-way and utility easements (yet to be obtained) to replace the existing failed system and to give ODOT a starting point for their storm drain construction on the Hancock St. reconstruction project.

Work Scope

Tasks Provided by Consultant

- Attend project kickoff meeting
- o Project management
- o Public/Agency information support
- o Topographic and Control surveys
- o Utility identification, contact and coordination
- Prepare easement descriptions and drawings
- Hydraulic design of storm drain using ODOT or City provided hydrology
- Construction drawings
- o Coordination with ODOT, and Willamette & Pacific Railroad
- Coordination with property owners and City
- Printing of bid documents
- Assistance during bidding
- Assist City in evaluation of bids, and award
- Construction staking

- Progress payment review
- As-built drawings

Tasks Provided by City

- o Public information
- Obtain City permits, confirm that wetlands permitting is not required
- Assist in obtaining and recording easements
- o Printing and Distribution of bid documents
- o Receipt and opening of bids
- Contract award
- Construction inspection

Project Schedule

The project must be complete in time for ODOT's construction start in the Spring of 2001. Anticipated milestones are:

Notice to proceed:
Topo and control survey:

August 21, 2000 September 15, 2000

Easements descriptions:

October 2, 2000

Design complete:

October 20, 2000

Project Advertisement: Bid opening:

November 5, 2000 December 5, 2000

Construction Complete

March 1, 2000

Design Assumptions

For the purpose of developing this scope and fee the following design assumptions have been made:

- ODOT Hydrology report will be used for the design flow. (10yr-1hr storm event, Rational Formula), with a check of the Newberg Storm Water Master Plan model (SWMM 25yr storm event). The pipe will be sized for the greater of the two flows
- o No wetlands delineation, permitting or mitigation is necessary.
- No soil investigation is necessary
- o The pipe will be constructed along the existing route. Easements will be granted by the property owners or the City will exercise their prescriptive rights to access along the existing line.
- Autocad Release 14 computer system will be used for all graphics.

Deliverables

The following shall be supplied to the City upon completion:

- ODOT Hydrology report will be used for the design flow. (10yr-1hr storm event, Rational Formula), with a check of the Newberg Storm Water Master Plan model (SWMM 25yr storm event). The pipe will be sized for the greater of the two flows
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Deliverables

The following shall be supplied to the City upon completion:

- One set of contract plans on permanent, stable, reproducible mylars to a scale that will be readable when reduced to half size, stamped and signed by the Engineer of record.
- One set of Special Provisions to City's Standard Specifications, stamped and signed by the Engineer of record.
- o Two copies of the Engineer's itemized cost estimate and schedule for construction of the project.
- o Electronic files in Autocad Release 14 for final drawings (without electronic Engineers seal)
- o 15-foot permanent utility easement and 30 foot temporary construction easement descriptions as an exhibit on City standard easement dedication forms for each affected property.
- o Thirty sets of bid documents

Engineering Budget

Topo and control survey	\$4,000
Easement descriptions and acquisition assistance	\$3,500
Design/Drafting/As-builts	\$6,000
Construction Staking	\$2,500
Project Management	\$6,000
Printed Materials	\$250
Total Not to Exceed	\$22,250.00

City of Newberg

Competitive Quote Summary Sheet

urchase/Contract Description	Million Street Storm Sewer -	
Lengh, 50	WILL CONSTRUCTION PRIMES	

Date	Vendor	Contact	Phone #	Quote	
8/8/10C		Larry Anderson	\$37-NIO	3 22250.07])
W/36/00		Byb Puller	135-5027	31,000.00	
1930/0	Crane + Messeth	Gordon Merseth	654-2005	NO BIP	K
wolston	Eel Signidson	Ed Sigurdson 3	1983	20,650.00	**
	0	Ü			

Comments:

* unavailable to meet our time frame.

** not able to complete until June 1, 2001 - need out for bids in May

Although sigurdson's estimate is a bit lower than Andron's his school is two long. Also, Andron's faciliarity with the project increases our confidence that there will be no surprises conting in delays and east over-runs.

Instructions:

- 1. Enter quotes above.
- 2. Attach documentation of competitive quotes received (if available).
- 3. Indicate vendor selected by placing an asterisk * next to the vendor selected.
- 4. Comments would include any additional information necessary, such as why you were unable to obtain the required minimum number of quotes, or an explanation if you chose to go with a vendor that was not the lowest quote.

EXHIBIT A

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SCOPE OF WORK RELATED TO MORTON STREET STORM SEWER DESIGN, BID AND CONSTRUCTION PHASES

August 8, 2000

Prepared by

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The goal of this project is to construct an engineered storm drain system within public street right-of-way and utility easements (yet to be obtained) to replace the existing failed system and to give ODOT a starting point for their storm drain construction on the Hancock St. reconstruction project.

Work Scope

Tasks Provided by Consultant

- Attend project kickoff meeting
- o Project management
- o Public/Agency information support
- o Topographic and Control surveys
- O Utility identification, contact and coordination
- o Prepare easement descriptions and drawings
- o Hydraulic design of storm drain using ODOT or City provided hydrology
- o Construction drawings
- o Coordination with ODOT, and Willamette & Pacific Railroad
- o Coordination with property owners and City
- o Printing of bid documents
- Assistance during bidding
- o Assist City in evaluation of bids, and award
- Construction staking

- o Progress payment review
- As-built drawings

Tasks Provided by City

- o Public information
- Obtain City permits, confirm that wetlands permitting is not required
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- No soil investigation is necessary
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- o Autocad Release 14 computer system will be used for all graphics.

Deliverables

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- o Two copies of the Engineer's itemized cost estimate and schedule for construction of the project.
- o Electronic files in Autocad Release 14 for final drawings (without electronic Engineers seal)
- o 15-foot permanent utility easement and 30 foot temporary construction easement descriptions as an exhibit on City standard easement dedication forms for each affected property.
- Thirty sets of bid documents

Engineering Budget

Topo and control survey	\$4,000
Easement descriptions and acquisition assistance	\$3,500
Design/Drafting/As-builts	\$6,000
Construction Staking	\$2,500
Project Management	\$6,000
Printed Materials	\$250
Total Not to Exceed	\$22,250.00



Crane & Merseth Engineering/Surveying

6566 S.E. Lake Road, Suite D · Milwaukie, OR 97222-2138 · Phone: (503) 654-2005 · Pax: (503) 654-2575

October 30, 2000

Mike Soderquist, PE Director, Community Development Department City of Newberg PO Box 970 Newberg, OR 97132

Request for Engineering Services RE:

Dear Mr. Soderquist,

Thank you for your request for engineering service quotes on the Middlebrook Street Fire Station Signal and the Morton Street Storm Sewer reconstruction. These projects are typical of the municipal services we provide and would like to offer proposals to you for them.

However, in reviewing the work scope you provided and looking at our staff availability in the near future, I must decline to offer quotes at this time. While the Middlebrook Signal project is relatively short and would not require much time, as indicated in your Attachment A, our staff would not be able to match your estimate of hours even if time were available.

The Morton Street Storm Sewer design is very typical of the projects we provide to our clients. Unfortunately, our staff are currently busy on other assignments and not available for this work. I would not want to offer a proposal and then not have time to satisfy your schedule.

I hope that this response does not preclude our being asked for proposals in the future. Our work load changes regularly and we are always watching for opportunities to provide engineering and surveying services to local cities. I trust that you will receive suitable responses on these projects and finalize them within your schedule.

Sincerely,

Crane & Merseth Engineering/Surveying

1) Crane, for

Gordon Merseth, PE

Vice President

C: Sue Crane, PE/PLS



OCT 3 1 2000

October 30, 2000

Michael Soderquist, PE Director Community Development Department City of Newberg P.O. Box 970 Newberg, Oregon 97132

Subject: 1) Middlebrook Street Fire Station Signal and 2) Morton Street Storm Sewer Engineering Services Proposal

Dear Mr. Soderquist:

We understand that the City wishes to proceed with the subject projects. We have received and reviewed the general scope of work information for the project and present this proposal to provide the engineering design for this work.

Middlebrook Street Fire Station Signal

Scope of Work

The following scope of work is related to the Middlebrook Street Fire Station traffic signal design and services during construction.

Task 1 Review the City files regarding the project.

<u>Task 2</u> Determine the materials on-hand for the project and prepare a list of additional materials required for the project. Order for the balance of the materials.

<u>Task 3</u> Coordinate the design and construction activities with Fire Chief Sherman.

<u>Task 4</u> Revise construction plans as necessary.

<u>Task 5</u> Field locate and stake the pole locations.

<u>Task 6</u> Prepare specifications and the advertisement for bids.

<u>Task 7</u> The advertisement phase will be conducted by the City staff.

<u>Task 8</u> Provide services during construction including inspection.

<u>Task 9</u> Coordinate the signal timing and testing which is to be done by others.

Deliverables

The deliverables for the nine tasks will be required materials list and the design drawings and specifications for the fire station traffic signal. Any required permitting that may be required will be completed by others.

Compensation

We propose completing the above nine tasks on the basis of time and expenses with the estimated budget of \$9,000.

Assumptions

The City will provide all drawings and other related information already completed by city staff. The electronic file of drawings and specifications will be available to us.

Any required permitting will be performed by others.

Specifications will incorporated onto the drawings to the extent possible.

The city will conduct the bid phase.

The cost of additional materials is not in the engineering budget.

Morton Street Storm Sewer

Scope of Work

The following scope of work is related to the Morton Street Storm Sewer design and services during construction.

Tasks to be provided by Consultant:

- Attend project kickoff meeting
- Provide project management
- Provide Public/Agency information support
- Identify utilities on the pipeline route as information is available
- Prepare easement descriptions and drawings of up to 5 easements
- Perform the hydraulic design of storm drain using ODOT or City provided hydrology
- Provide construction drawings and required specifications
- Coordinate design with ODOT and Willamette & Pacific Railroad
- Coordinate easement requirements with property owners and City
- Provide 30 sets of contract documents for bidding
- Assist City during the bid phase by providing plan interpretation for contractors
- Provide assistance in evaluation of bids and award

- Provide construction staking
- Review progress payment requests
- Using the City inspector and contractor mark-ups, provide record drawings

Tasks to be provided by the City:

- Public information
- Obtain all required permits, confirm that wetlands permitting is not required
- Assist in obtaining and recording easements
- Topographic and control surveys
- Distribution of bid documents
- Receipt and opening of bids
- Contract award
- Construction inspection

Deliverables

The following shall be supplied to the City upon completion:

- One set of contract plans on permanent, stable, reproducible mylars to a scale that will be readable when reduced to half size, stamped and signed by the Engineer of Record.
- One set of Special Provisions to City's Standard Specifications, stamped and signed by the Engineer of Record.
- Two copies of the Engineer's itemized cost estimate and schedule of construction of the project.
- Electronic files in AutoCAD Release 14 for final drawings (without electronic Engineers seal).
- 15-foot permanent utility easement and 30 foot temporary construction easement descriptions as an exhibit on City standard easement dedication forms for each affected property up to five properties.
- Thirty sets of bid documents.

Compensation

We propose completing the above Consultant tasks on the basis of time and expenses with the estimated budget of \$31,000.

Assumptions

For the purpose of developing this scope the following design assumptions have been made:

- ODOT Hydrology report will be used for the design flow. (10 yr-1 hr storm event, Rational Formula), with a check of the Newberg Storm Water Master Plan model (SWMM 25-year storm event). The pipe will be sized for the greater of the two flows.
- No wetlands delineation, permitting or mitigation is necessary.
- No soil investigation is necessary.
- The pipe will be constructed along the existing route. Easements will be granted by

the property owners or the City will exercise their prescriptive rights to access the existing line.

AutoCAD Release 14 computer system will be used for all graphics.

Summary

Please call me if there are any scope assumptions that you wish to discuss or other questions you may have regarding this scope of work. Thank you for the opportunity to submit this proposal for engineering services to the City of Newberg.

Sincerely,

CH2M HILL

Robert L. Fuller, PE Senior Consultant



EDWARD SIGURDSON, PE, PLS

CONSULTING ENGINEER

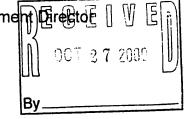
P.O. Box 4297 SALEM, OR 97302 (503) 362-4983 FAX 370-4329 e-mail edsig@OPEN.org

October 25, 2000

Mr. Mike Soderquist, Community Developme P. O. Box 970

Newberg, OR 97132

Dear Mr. Soderquist:



Re: Engineering Services for Middlebrook Street / Fire Station Signal and Morton Street Storm Drainage Project

Thank you for the opportunity to provide a quotation for engineering services for these two projects. I would be pleased once again be of assistance to the City. In the documents you provided, the scope of the work for both projects has been defined and you have requested an estimate of the cost for providing the services and, I would assume, my availability to do the work. This information has been provided in and with this letter proposal.

My workload is very heavy at the moment but I have no major projects currently scheduled after early February, 2001. I could begin work at that time and estimate the A project will require about 45 days to complete to the bidding stage. The B project (storm drainage) will require 90 days to complete and the two projects could progress together. I would expect to have a completed bid package on the A project by April 1, 2001 and the B project on June 1, 2001.

The estimated engineering cost has been attached on a spreadsheet. Both projects are detailed on this sheet. As always, the costs and schedule are negotiable and may be modified by refining the scope of work.

For your information, I have enclosed a statement of qualifications and a full resume. These show the depth of my over 35 years experience in municipal public works. References are included in the SOQ and others can be provided as needed.

Again, I wish to express my appreciation for being considered for this work. I will make myself available for an interview if desired.

Sincerely,

Edward A. Sigurdson, PE, PLS

Project Engineer

eas

PD\Newberg 10-25-00

City of Newberg

Middlebrook/Fire Station Signal Estimate for Engineering Services

		Estimated	Engineering	Estimated	Estimated	Totals
		Hours	@ \$75/h	Subconsultant	Expenses	
1	Resurrect project files	2	\$150	\$0	\$0	\$150
2	Follow-up on material orders and order rest of materials	5	\$375	\$0	\$0	\$375
3	Coordiante with Chief Sherman	4	\$300	\$0	\$0	\$300
4	Revise construction plans	6	\$450	\$450	\$200	\$1,100
5	Stake pole locations	2	\$150	\$450	\$150	\$750
6	Prepare specifications and advertisement	16	\$1,200	\$0	\$200	\$1,400
7	Advertixe bid (by City)	0	\$0	\$0	\$0	· Ś0
8	Construction services, inspection, engineering	12	\$900	\$300	\$150	\$1,350
9	Coordinate signal timing and testing (by City sub-contractor)	6	\$450	\$0	\$0	\$450
10	Project management	6	\$450	0	0	\$450
•	Totals	53	\$4,425	\$1,200	\$700	\$6,325
	Estimated Not to Exceed Cost					\$6,325

City of Newberg

Morton Street Storm Drain Design

Estimate for Engineering Services

·					Totals
the state of the s	Hours	@ \$75/h	Subconsultant	Expenses	
Project start-up, meetings, backgrounding	12	\$900	\$0	\$150	\$1,050
Topographic and control survey	14	\$1,050	\$2,000	\$150	\$3,200
Easement descriptions and acquisition assistance	24	\$1,800	\$0	\$100	\$1,900
Design - Drafting - As-builts	92	\$6,900	\$3,000	\$200	\$10,100
Construction staking	6	\$1,000	\$1,500	\$400	\$2,900
Project Management	18	\$1,350	\$450	\$100	\$1,900
Printed materials	4	\$300	\$0	\$350	\$650
Totals	158	\$12,400	\$6,950	\$1,300	\$20,650