RESOLUTION #12/13-18
CITY OF DAYTON, OREGON

Title: A Resolution Authorizing the Mayor to Enter into an Amendment No. 2 to the Personal Service Agreement between the City and Westech Engineering, Inc. to Complete Work on the 2013 Water Supply and Distribution Updates

WHEREAS, the City and Westech Engineering, Inc (Engineer) entered into a Personal Services Agreement on October 3, 2006 for City engineering services (Original Agreement); and

WHEREAS, the City intends to complete work on a water system project tentatively designated as the 2013 Water Supply and Distribution Upgrades (Project) which Project will be funded in part with financial assistance from the Oregon Infrastructure Finance Authority (Agency) which was awarded on December 12, 2012; and

WHEREAS, the City was notified by the Agency that it must enter into an amendment or addendum to the Original Agreement with the Engineer (Amendment No. 2) with said Amendment No. 2 to delineate and pertain to only the activities directly related to this Project and to summarize the estimated cost associated with those activities; and

WHEREAS, City desires to utilize the services of the Engineer to complete the engineering and related work required to complete the improvements associated with the Project and to enter into Amendment No. 2;

The City of Dayton resolves as follows:

Section 1. The Mayor is hereby authorized to execute an Amendment No. 2 with the Engineer in accordance with the attached Exhibit A to complete work on the Project; and

Section 2. This resolution shall take effect immediately upon adoption.

ADOPTED this 7th day of January, 2013

In Favor: **Bixler, Blackburn, Collins, Frank, Utt, White, Wytoski**

Opposed: **None**

Absent: **None**

Abstained: **None**

1/11/13

Jolie White, Mayor **Date Signed**

ATTEST:

1/7/2013

Peggy Selberg **Date of Enactment**
City Recorder

Attachment: Exhibit A

{00261705; 1 }

Exhibit A

Amendment No. 2 to Personal Services Agreement between City of Dayton & Westech Engineering, Inc. for City Engineer Services

This is an AMENDMENT to the Agreement executed on 10/3/06 ("ORIGINAL AGREEMENT") between the City of Dayton ("CITY") and Westech Engineering, Inc. ("ENGINEER"), with this AMENDMENT to become effective as of December 12, 2012.

WHEREAS, the CITY intends to complete work on a water system project tentatively designated as the '2013 Water Supply & Distribution Upgrades" project ("PROJECT"), and;

WHEREAS, the CITY submitted applications for funding for this PROJECT under the Safe Drinking Water State Revolving Loan Fund (SDW SRLF) program, and;

WHEREAS, financial assistance for this project will be administered by the Oregon Infrastructure Finance Authority (IFA) ("AGENCY"), a governmental entity.

WHEREAS, the CITY was notified on December 12, 2012 regarding the official award of the funding package under which the PROJECT is proceeding, and that CITY could begin to incur costs under this funding package as of that date, and;

WHEREAS, the Dayton City Council, through a competitive selection process conforming to Oregon state procurements rules, previously selected Westech Engineering, Inc. ("ENGINEER") to provide services as City Engineer for the CITY, and;

WHEREAS, the CITY and ENGINEER executed an agreement ("ORIGINAL AGREEMENT") as authorized by the City Council on 10/3/06, with a scope of work under said ORIGINAL AGREEMENT which included all services anticipated under this PROJECT, and;

WHEREAS, the CITY was notified by the AGENCY that they must enter into an amendment or addendum to the current contract with their City Engineer (Westech Engineering, Inc.) with said amendment to delineate and pertain to only the activities directly related to this project and summarize the estimated cost associated with those activities, and;

WHEREAS, by this amendment, CITY intends to utilize the services of their City Engineer (ENGINEER) to complete the engineering and related work required to complete the improvements associated with this PROJECT.

NOW THEREFORE, the CITY and the ENGINEER agree to the modifications to the ORIGINAL AGREEMENT as outlined below (*new wording added by this AMENDMENT is shown as underlined italics below*). Upon approval by the CITY, ENGINEER and AGENCY, this AMENDMENT (plus attachments) shall become an integral part of the ORIGINAL AGREEMENT throughout the entire term of this PROJECT and during any warranty period associated therewith, and shall be treated as such.

1. Term
   a. The term of this contract (*ie. basic City Engineering services*) shall be from August 22, 2006 until terminated by the CITY or ENGINEER under the provisions of this contract.
   b. The term of Amendment No. 2, covering the 2013 Water Supply & Distribution Upgrades project ("PROJECT"), shall be from December 12, 2012 and shall remain in effect throughout the entire term of this IFA funded PROJECT (project scope as defined under paragraph 2.b below) and during any warranty period associated therewith.

2. ENGINEER'S Service
   a. The scope of ENGINEER'S services under this contract (*ie. basic City Engineering services*) is set forth in Exhibit A. The schedule of charges is attached as Exhibit B. All provisions and covenants contained in said Exhibits are hereby incorporated by reference and shall become a part of this contract as if fully set forth. Any conflict between this contract and ENGINEER'S Proposal (if any) shall be resolved first in favor of this written contract. ENGINEER

will, in the rendering of its services to CITY, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.

b. *The scope of ENGINEER'S services under the "2013 Water Supply & Distribution Upgrades" project ("PROJECT"), which is funded by the AGENCY, is as set forth in Exhibit C for activities directly related to this PROJECT, including the schedule of estimated costs associated with these activities.*

c. *Nothing in this Amendment herein creates any contractual relationship between AGENCY and ENGINEER. However, ENGINEER will cooperate and comply with policies and/or directives issued by the AGENCY to the CITY upon written notice from the CITY of such policies and/or directives.*

d. *Any work performed by ENGINEER for the CITY under the "basic City Engineering services" referenced above (exhibit A) will not be subject to the terms and conditions of any funding contracts between the City and the Oregon IFA, and may proceed independently of such IFA contract terms and conditions.*

30. *Non-Discrimination Policy.*

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract amendment. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of contract, which may result in the termination of contract or other legally available remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the ORIGINAL AGREEMENT.

CITY:
City of Dayton

By (Signature): _____
Typed Name: Christy Ellis -or- Peggy Selberg
Title: City Manager -or- Acting City Manager
MAYOR OR JOLIE WHITE
Date: 1/11/2013

Designated Representative (paragraph 5):
Peggy Selberg
Title: Acting City Administrator

Address for giving notices:

PO Box 339
416 Ferry Street
Dayton, OR 97114

Phone Number: (503) 864-2221
Fax Number: (541) 864-2956

ENGINEER:
Westech Engineering, Inc.

By (Signature): _____
Typed Name: Denny Muchmore, P.E.
Title: Project Manager
Date: 1/23/13

Designated Representative (paragraph 5):
Denny Muchmore, P.E.
Title: Project Manager

Address for giving notices:

3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302

Phone Number: (503) 585-2474
Fax Number: (503) 585-3986

AGENCY CONCURRENCE:

AGENCY: _____

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

WESTECH ENGINEERING, INC.

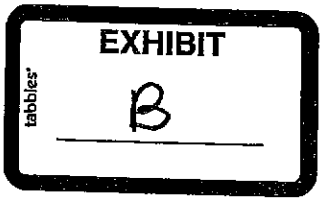
Hourly Billing Rates

Effective October 2012

Engineer X	$138.00/hr.
Engineer IX	$130.00/hr.
Engineer VIII	$122.00/hr.
Engineer VII	$114.00/hr.
Engineer VI	$108.00/hr.
Engineer V	$100.00/hr.
Engineer IV	$92.00/hr.
Engineer III	$86.00/hr.
Engineer II	$80.00/hr.
Designer III	$82.00/hr.
Designer II	$76.00/hr.
Designer I	$70.00/hr.
Inspector	$76.00/hr.
Secretary	$58.00/hr.

Outside Services Cost Plus 10%

Mileage	$0.60 per mile
Blueprints	$2.50/sheet
Mylars	$10.00/sheet
Photocopies	$0.15/page



PERSONAL SERVICES AGREEMENT
between
CITY OF DAYTON
and
WESTECH ENGINEERING, INC.
for
CITY ENGINEER SERVICES

westech copy

A CONTRACT between the CITY OF DAYTON ("CITY") and WESTECH ENGINEERING, INC. ("ENGINEER").

WHEREAS, CITY and ENGINEER believe it in their mutual interest to enter into a written contract setting out their understanding concerning ENGINEER'S provision of services as City Engineer to CITY.

1. Term

The term of this contract shall be from August 22, 2006 until terminated by the CITY or ENGINEER under the provisions of this contract.

2. ENGINEER'S Service

The scope of ENGINEER'S services under this contract is set forth in Exhibit A. The schedule of charges is attached as Exhibit B. All provisions and covenants contained in said Exhibits are hereby incorporated by reference and shall become a part of this contract as if fully set forth. Any conflict between this contract and ENGINEER'S Proposal (if any) shall be resolved first in favor of this written contract. ENGINEER will, in the rendering of its services to CITY, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.

3. ENGINEER Identification

ENGINEER shall furnish CITY with ENGINEER'S employer identification number as designated by the Internal Revenue Service.

4. Compensation

CITY agrees to pay ENGINEER at the times and in the amount(s) set out in Exhibit B and in accordance with this contract, including annual rate adjustments updated in October of each year as outlined in Exhibit A. Payment to ENGINEER will be made within 30 days after the date of billing. If payment is not made within this time, CITY will pay a finance charge of 1½% per month on the unpaid balance.

5. Project Managers

CITY'S Project Manager is Sue Hollis. ENGINEER'S Project Manager is Denny Muchmore. Each party shall give the other written notification of any change in their respective Project Manager.

6. City Engineer Project Information

ENGINEER agrees to share City Engineer project information and to cooperate fully with all corporations, firms, contractors, governmental entities, and persons involved in or associated with City Engineer projects. No information, news, or press releases related to City Engineer projects shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of CITY'S Project Manager.

7. Duty to Inform

ENGINEER shall give prompt written notice to CITY'S Project Manager if, at any time during the performance of this contract, ENGINEER becomes aware of actual or potential problems or defects in a City Engineer project or nonconformity with the contract or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by CITY. Any delay or failure on the part of CITY to provide a written response to ENGINEER shall constitute neither agreement with nor acquiescence in ENGINEER'S statement or claim and shall not constitute a waiver of any of CITY'S rights.

8. ENGINEER is Independent Contractor

ENGINEER acknowledges that it is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this contract. ENGINEER hereby expressly acknowledges and agrees that as an independent contractor, ENGINEER is not entitled to indemnification by CITY or the provision of a defense by CITY under the terms of ORS 30.285. This acknowledgment by ENGINEER shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

9. Overtime

Any person employed on work under this contract, other than a person subject to exclusion from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 U.S.C. §§ 201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

10. Indemnity and Insurance

(i) Liability of Engineer for Claims Other Than Professional Liability:

For claims for other than professional liability, ENGINEER shall defend, save and hold harmless CITY, its officers, agents and employees from all claims, suits, or actions of whatsoever nature, including intentional acts, to the extent resulting from or arising out of the negligent activities of ENGINEER, its subcontractors, subconsultants, agents or employees under this Agreement.

(ii) Liability of Engineer for Claims for Professional Liability:

For claims for professional liability, ENGINEER shall defend, save, and hold harmless CITY, its officers, agents and employees, from all claims, suits, or actions to the extent arising out of the professional negligent acts, errors or omissions of ENGINEER, its subcontractors, subconsultants, agents or employees in the performance of professional

services under this Agreement.

(iii) Liability of CITY:

CITY shall hold ENGINEER, its officers, agents and employees harmless from and indemnify them for any and all liability, settlements, loss, costs and expenses in connection with any actions suit, or claim caused by CITY'S negligent acts, omissions, activities or services by CITY, its agents or employees.

(iv) Liability Insurance: ENGINEER shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of ENGINEER, CITY, its Council members, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to ENGINEER'S operations, in an amount not less than $1,000,000 combined single limit per occurrence. Such insurance shall name CITY as an additional insured.

(v) Workers' Compensation Coverage: ENGINEER certifies that ENGINEER has qualified for State of Oregon Workers' Compensation coverage for all ENGINEER'S employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. ENGINEER shall provide to CITY within 10 days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company reasonably satisfactory to CITY, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days advance written notice to CITY. A copy of the certificate of self-insurance issued by the State shall be provided to CITY if the ENGINEER is self-insured.

(vi) Professional Errors and Omissions: ENGINEER shall provide CITY with evidence of professional errors and omissions liability insurance for the protection of ENGINEER and its employees, insuring against bodily injury and property damage and arising out of or resulting from ENGINEER'S negligent acts, omissions, activities or services, in an amount not less than $1,000,000 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability.

(vii) Certificates: ENGINEER shall furnish CITY certificates evidencing the date, amount, and type of insurance required by this contract. All policies will provide for not less than thirty (30) days written notice to CITY before they may be canceled.

(vii) Primary Coverage: The coverage provided by insurance required under this contract shall be primary, and any other insurance carried by CITY shall be excess.

11. Work is Property of CITY; Unauthorized use of documents

(i) All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by ENGINEER under this contract at CITY's expense shall be the property of CITY, except that the original copies of engineering drawings and engineering documents which are stamped by the design engineer shall remain the property of ENGINEER. However, in the event change(s) are made in plans and specifications by CITY or persons other than ENGINEER which affects ENGINEER'S work, any and all liability arising out of such changes is waived as against the ENGINEER, and CITY assumes responsibility for such changes unless CITY has

given ENGINEER prior notice and received ENGINEER'S written consent for such changes.

(ii) CITY understands that reuse of any drawings, specifications and other work product of ENGINEER by CITY without the written permission of ENGINEER shall be at CITY'S risk and CITY agrees to defend, indemnify and hold harmless ENGINEER from all claims, damages and expenses arising out of such unauthorized reuse by CITY or by others acting through CITY.

12. Law of Oregon

The contract shall be governed by the laws of the State of Oregon. Venue shall be in Yamhill County, Oregon.

13. Successors and Assignments

(i) Each party binds itself, and any partner, successor, executor, administrator, or assign to this agreement.

(ii) Neither CITY nor the ENGINEER shall assign or transfer their interest or obligation hereunder in this agreement without the written consent of the other. ENGINEER must seek and obtain CITY'S written consent before subcontracting any part of the work required of ENGINEER under this contract, other than work performed directly for ENGINEER by the subconsultants specified in Exhibit A (for electrical, geotechnical and structural engineering, or surveying). Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

14. Records

(i) ENGINEER shall retain all books, documents, papers, and records that are directly pertinent to this contract for at least three years after CITY makes final payment to ENGINEER on each specific work task or project under this contract and all other pending matters related to such specific work task or project are closed.

(ii) ENGINEER shall allow CITY, or any of its authorized representatives at City's cost, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

15. Breach of Contract

(i) ENGINEER shall remedy any breach of this contract within the shortest reasonable time after ENGINEER first has actual notice of the breach or CITY notifies ENGINEER of the breach, whichever is earlier. If ENGINEER fails to remedy a breach in accordance with this paragraph, CITY may terminate that part of the contract affected by the breach upon written notice to ENGINEER, may obtain substitute services in a reasonable manner, and may recover from ENGINEER the amount by which the price for those substitute services exceeds the price for the same services under this contract.

(ii) If the breach is material and ENGINEER fails to remedy the breach in accordance with this paragraph, CITY may declare ENGINEER in default and pursue any remedy available for a default.

(iii) Pending a decision to terminate all or part of this contract, CITY unilaterally may order ENGINEER to suspend all or part of the services under this contract. If CITY terminates all or part of the contract pursuant to this paragraph, ENGINEER shall be entitled to

compensation only for services rendered prior to the date of termination, but not for any services rendered after CITY ordered suspension of those services. If CITY suspends certain services under this contract and later orders ENGINEER to resume those services, ENGINEER shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

(iv) To recover amounts due under this paragraph, CITY may withhold from any amounts owed by CITY to ENGINEER, including but not limited to amounts owed under this or any other contract between ENGINEER and CITY.

16. Mediation

Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Salem, Oregon unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Yamhill County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

17. Termination

(i) CITY may terminate all or part of this contract at any time for its own convenience by written notice to ENGINEER.

(ii) ENGINEER may terminate all or part of this contract for cause if CITY breaches the provisions of this contract or requests ENGINEER to perform work in violation of applicable laws, ordinances, or generally accepted engineering practices and standards in effect when the services are rendered, upon 14 days written notice to CITY.

(iii) The contract may be terminated by mutual written consent by both parties.

(iv) Upon termination under the paragraphs above, ENGINEER shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of CITY'S written notice of termination, whichever is earlier, plus ENGINEER'S reasonable costs actually incurred in closing out the contract.

(v) ENGINEER may terminate this contract for its own convenience upon 120 days written notice to CITY.

18. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this contract shall vest in CITY, except for work completed by ENGINEER prior to execution of this contract, including but not limited to design elements used on previous projects, as well as standard contract documents, specifications, design standards manuals, standard details or other documents, details or drawings developed prior to execution of this contract. ENGINEER shall execute any assignment or other documents necessary to give effect to this paragraph. CITY may retain a

nonexclusive right to utilize hard copies of the work products excluded from this paragraph but which is provided to CITY by ENGINEER in the performance of work under this contract. ENGINEER shall transfer to CITY any data or other tangible property generated by ENGINEER under this contract as necessary for the beneficial use of intellectual property covered by this paragraph.

19. Payment for Labor or Material

ENGINEER shall make payment promptly, as due, to all persons supplying to ENGINEER labor or material for the prosecution of the work provided for in this contract (ORS 279B.220).

20. Contributions to the Industrial Accident Fund

ENGINEER shall pay all contributions or amounts due the Industrial Accident Fund from ENGINEER incurred in the performance of this contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors (ORS 279B.220).

21. Income Tax Withholding

ENGINEER shall pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167.

22. Payment of Claims by CITY

If ENGINEER fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to ENGINEER or a subcontractor by any person in connection with this contract as the claim becomes due, CITY may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to ENGINEER pursuant to this contract. CITY'S payment of a claim under this paragraph shall not relieve ENGINEER or ENGINEER'S surety, if any, from responsibility for those claims. (ORS 279B.220)

23. Workers Compensation

ENGINEER is a subject employer that will comply with ORS 656.017. ENGINEER warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. ENGINEER shall indemnify CITY for any liability incurred by CITY as a result of ENGINEER'S breach of the warranty under this paragraph. (ORS 279B.230)

24. Medical Care for Employees

ENGINEER shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of ENGINEER's employee(s), all sums which ENGINEER agrees to pay for such services and all moneys and sums which ENGINEER collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230)

25. Modification

Any modification of the provisions of this contract shall be reduced to writing and signed by the parties.

26. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

27. Integration

This contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

28. Attorneys fees

In any dispute between the parties to Agreement that results in a court proceeding, the prevailing party shall be entitled to recover its costs and disbursements incurred as well as reasonable attorneys fees as determined by the court be that at a hearing, trial or on appeal.

29. Reliance on Information Provided by Others

If ENGINEER's performance of services hereunder requires ENGINEER to rely on information provided by other parties (excepting ENGINEER's subconsultants), ENGINEER shall not be liable to independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by CITY.

ENGINEER	CITY OF DAYTON
Denny Muchmore Westech Engineering, Inc. 10/3/06	Sue C. Hollis City Manager

WESTECH ENGINEERING, INC.
CONSULTING ENGINEERS & PLANNERS

December 29, 2005

Ms. Sue Hollis
Dayton City Manager
P.O. Box 339
Dayton, OR 97114-0339

RE: Proposal for City Engineering Services
PR 05-2225

Ms. Sue Hollis:

Westech Engineering is pleased to submit this proposal to provide City Engineering services to the City of Dayton. As you may be aware, Westech has served as City Engineer for a significant number of cities and utility service districts in Oregon for over 25 years, including other Yamhill County cities. Should you desire more complete information or a more detailed description of our capabilities, please contact us. We will be happy to provide the requested information.

The remainder of this letter proposal is divided into the following sections, which address the terms and conditions of the Request for Proposals (RFP):

- Project Understanding ..... pg 2
- Philosophy Regarding Growth ..... pg 3
- Existing Infrastructure & Public Works Issues
  - Water Supply, Distribution & Storage ..... pg 4
  - Sanitary Sewer Collection, Treatment & Disposal ..... pg 5
  - Storm Drainage ..... pg 6
  - Streets & Transportation ..... pg 6
- Proposed Scope of Services ..... pg 7
  - City Master Planning & Standards Development ..... pg 8
  - City Infrastructure Projects ..... pg 8
  - Private Development Review ..... pg 9
- Consultant Qualifications and Experience ..... pg 10
- References ..... pg 13
- Consultant Staff Assignments ..... pg 13
- Staff Qualifications ..... pg 14
- Associations with Other Engineering Firms ..... pg 15
- Cost of Services ..... pg 16
- Other Statements Required by RFP ..... pg 17
- Wage Rate Table ..... Attachment
- Key Personnel Resumes ..... Attachment
- Proof of Insurance (professional liability, comprehensive & automobile liability, workers compensation ..... Attachment
- Sample layout for proposed Dayton utility maps ..... Attachment
- Sample utility maps (Lafayette & Dundee) ..... Attachment
- Brochure ..... Attachment

Short discussions on these items follow.

EXHIBIT
A (17 pgs)

3841 Fairview Industrial Dr. S.E., Suite 100, Salem, Oregon 97302
Phone: (503) 585-2474 Fax: (503) 585-3986

PROJECT UNDERSTANDING

The City of Dayton desires the services of an engineering firm or engineer to assist the City on matters related to the public infrastructure and development within and adjacent to the City. The City currently has a 3-person Public Works Department, as well as seasonal employees during portions of the year. The City owns, operates and maintains all of the basic public utility systems (water, sewer, storm drainage), as well as the majority of the streets within the City. There are currently no contract operations of City owned utility systems.

Based upon our understanding of the City and the RFP, the scope of services that may be needed by the City is quite diverse. Since the City is not large enough to warrant a full-time on-staff City Engineer, these services are to be provided on an as-needed basis by a qualified and experienced consulting engineer. Periodically, the City may seek consultation on such various matters that might include the following categories. A more detailed proposed scope of services is contained in a subsequent section.

- Review of land use pre-applications, applications and construction drawing for proposed developments to ensure conformance with City ordinances and standards, and to ensure that impacts due to the proposed development are adequately mitigated. Inspection of infrastructure improvements associated with developments as requested by the City.

- Analysis and resolution of water, sewer, street or drainage problems. Advice in planning City public works projects and determining how best to provide or improve services to local residences and businesses. Preparation of legal descriptions, easements and other documents as required.

- Planning, design engineering and bidding services for City funded infrastructure projects. Provide construction administration services for City funded public works improvements, such as inspection, contract administration, construction surveying/staking, as well as coordinating compaction and materials testing services.

- Preparation of design standards, ordinance revisions and utility/GIS mapping, as well as maintenance of as-built drawings, records, etc.

- Evaluation and recommendations regarding current operational procedures for the City's storm, water and sanitary sewer systems.

As can be seen from our other City engineering client references summarized in a subsequent section, Westech Engineering has a history of providing long term quality service for small communities, and understands the unique needs of smaller communities. We attempt to be flexible in our relationship with these City clients due to their varying needs and budgets, and provide our services only when requested by the client.

PHILOSOPHY REGARDING GROWTH.

In providing City Engineering services to municipalities, we are neutral regarding growth. Some jurisdictions where we serve as City engineer are outspoken proponents of growth while other communities believe growth should proceed at a slower and more measured pace. The City establishes to a large degree whether it is pro-growth, neutral or antigrowth by the standards, fees, policies and procedures established by the City Council and Planning Commission. We provide City Engineering services (ie. developer plan reviews) based upon the established policies and standards within the community. In a typical review of a private development project, we work hard to determine what the immediate and long term impacts to the existing City infrastructure will be and advise the Planning Commission or City Council as to the impacts in our staff reports or application review comments, and the level of improvements that the development ordinances allow the City to require. It is then up to the approving body to determine the extent of improvements that the City will require, and the level of City participation, if any, in the needed or proposed improvements.

Most small communities where we serve as City Engineer are not unlike Dayton in that they have very limited financial resources. In most of these communities, the basic guidance which we have been given is that the City has more public works needs than available financial resources, and that the City is not typically in a position to underwrite the needed infrastructure improvements associated with a private development project. Another common theme we experience is that the construction of streets and other public infrastructure by private developers **must** be of high quality because the City lacks the funding to make needless repairs to projects built by private developers. Typically, our guidance from the City is that work performed by private developers must be top quality and that the existing citizenry should not have to underwrite public infrastructure that will solely benefit the private development community.

EXISTING INFRASTRUCTURE & PUBLIC WORKS ISSUES

As will many small communities, the City of Dayton is faced with numerous challenges and limited resources. In order for the City to efficiently allocate these limited resources, it is important that there be a clear understanding of the magnitude and scope of the City's needs. Once this scope of the needs is accurately known, the City can evaluate which needs are most critical, and dedicate their efforts and resources to resolving the most critical issues first. Although we are not currently in a position to discuss all of the City's infrastructure needs in detail, the following discussions is based on our basic understanding of the existing systems and some of the needed upgrades. Westech Engineering has the capabilities and resources to assist the City in the resolution of all of the issues discussed.

- **Water Supply, Distribution & Storage**

The City's existing Water System Master Plan was prepared in about 1994. Although the City completed some of the recommended improvements in the previous master plan, funding has not been available to complete many others. The following is a summary of the existing system (based on existing records and discussions with Public Works), as well as our understanding of some of the outstanding water system issues that will likely need to be addressed over the next 10 years.

General

- The City's water supply system consists of two basic sources, namely those associated with (1) the City watershed northwest of town (springs in the watershed area & wells near McDougal Road), and (2) the joint Dayton-Lafayette water project (wells in Dayton-Lafayette well-field & water treatment plant in town). Since the water from the watershed is currently chlorinated at the bottom of the hill near the McDougal Road wells, the watershed reservoirs do not currently provide any disinfection contact time.
- Water storage facilities include the pumped storage tank in town, as well as steel and concrete reservoirs in the City watershed. The reservoirs in the watershed area flow by gravity to the City, while the water from tank in town is pumped into the system. While the storage tank in town is new, the reservoirs in the watershed are much older (600,000 gallon steel reservoir @ ±25 years old, concrete reservoirs with ages ranging from 30+ years to about 100 years). Due to the lack of a power source, there is currently no telemetry in the watershed area.
- Distribution system consists of pipelines within the City, as well as the transmission lines associated with the water supply sources (ie. joint Dayton-Lafayette well field & watershed). Significant portions of the in-town distribution system was upgraded as part of the City's recent water project.
- The City's current master plan is based on evaluations done almost 12 years ago. Historically, cities typically update their Water Master Plans on approximately 10 year intervals (in order to comply with state requirements that a City maintain a "current" water master plan). This also allows for a re-evaluation of priorities to ensure that resources are expended wisely, as well as updating the cost estimates to allow the user fees and SDC fees to be modified to ensure that the required improvements can be funded. A Water Master Plan update is needed and should be planned and budgeted for within the next few years. With our knowledge of small cities needs and wide ranging experience, Westech can assist the City in the preparation of a comprehensive update in a cost effective and timely manner.

Water Supply

- Although the City recently completed the joint water project with Lafayette, both Dayton and Lafayette will need of additional water supply sources within the next few years. Dayton currently has two wells developed in the joint well-field, while Lafayette currently has only one developed. A total of five wells are anticipated for this joint well-field. It is our understanding that one of the additional wells will be developed by Lafayette, and the last well is reserved for whichever community needs it first but that the two cities may develop it for joint use. Since Westech will likely be assisting Lafayette with the development of their additional well, we will be familiar with the design issues necessary for the development of the last well for Dayton, or for joint use with Lafayette.

- The City has indicated that they would like to upgrade the watershed sources in the near future as well. As noted above, a telemetry link to the watershed reservoirs and associated sources would be of benefit to the City, but due to the lack of power in the watershed, a solar powered system may be necessary. The adequacy of the source protection for the springs needs to be further evaluated, as there may be a need for a sand filter system for some of these sources. The option of converting the existing sedimentation basin to a slow sand filter system will need to be evaluated as part of the Master Plan update. In addition, the existing steel water transmission line between the watershed area and the City will need to be replaced within the 20 year planning period of the new Water Master Plan.

Water Storage

- Given the age of the existing watershed reservoirs, it is anticipated that the Water Master Plan update will include an evaluation of the existing reservoir conditions, and will provide recommendations for upgrades or replacement. The City may need additional or replacement storage reservoirs within the 20 year planning period of the new Water Master Plan.

Water Distribution

- As noted above, although the recent City water project upgraded some of the waterlines around town, there are others that were not completed due to budgetary constraints or regulatory issues (ie. wetland, etc.). As part of the anticipated Water Master Plan update, a hydraulic model of the current distribution system will lead to recommendations regarding which of the remaining waterlines are in need of replacement and/or upsizing to provide for adequate fire flows. The master plan update discussed above will be helpful in reassessing the priorities for the remaining waterline improvements. With our extensive knowledge of the small City distribution systems, Westech can respond to the City's design needs quickly and cost effectively.

- **Sanitary Sewer Collection, Treatment & Disposal**

The City's existing Sewer Master Plan was prepared in the 1970s. The following is a summary of the existing system (based on existing records and discussions with Public Works), as well as our understanding of some of the outstanding sewer system issues that will likely need to be addressed over the next 10 years.

General

- The City's sewer system consists of a gravity collection system with a number of sewer pump stations, with treatment provided by facultative lagoons, with the treated effluent discharged to the Yamhill River.
- The City's main sewer pump station (east end of Ferry Street) is in need of a capacity upgrade, with the design and construction to be provided by a private developer in conjunction with a pending development. Several of the City's other pump stations are slated to be improved in conjunction with other anticipated developments. In our other cities where we serve as City Engineer, Westech has coordinated the upgrade of existing sewer pump stations by developers, and can provide the City with guidance during this process (assuming the pump station predesign and designs are not already completed by the time we are retained). Westech has designed numerous wastewater pump stations in the

Willamette valley, many with innovative new designs and features that allow for more efficient and safe operation.

- The City's current wastewater facilities plan is based on evaluations done almost 30 years ago, and does not reflect current regulations. Historically, cities typically update their Wastewater Facilities Plans on approximately 10-15 year intervals. This allows for a re-evaluation of priorities, as well as updating cost estimates to allow user fees and SDC fees to be modified so that the required improvements can be funded. A new Wastewater Facilities Plan is needed and should be planned and budgeted for within the next few years. With our knowledge of small cities needs and wide ranging experience, Westech can assist the City in the preparation of the report in a cost effective and timely manner.

Collection System

- The proposed facilities plan will include a capacity analysis of the collection system based on projected growth. It will identify capacity bottlenecks in the existing collection system. As with most systems in western Oregon, there is a need for reduction of infiltration and inflow (I/I) into the system. With extensive experience in I/I reduction technologies, Westech can provide the City with valuable and cost effective service.

Treatment & Disposal

- It is our understanding that the existing treatment plant is currently operating beyond ideal design limits. The proposed facilities plan will provide recommendations for a new treatment plant or upgrades to the existing plant, as well as evaluating alternatives for disposal of the treated effluent and biosolids. Whether the recommended solution is low tech (additional lagoons) or high tech (SBR or other mechanical plant), Westech has the proven ability and experience to assist the City in the upgrade of these facilities. We are experienced in the intricacies of dealing with the permitting agencies on issues surrounding effluent discharge and disposal.

- **Storm Drainage**

The City does not have a current Storm Drainage Master Plan. If desired, Westech can assist the City in preparing a preliminary storm drainage projects overview that can be used to establish the City's storm drainage SDC fees. It will identify in general terms the major storm drainage improvements required to alleviate existing drainage problems, as well as improvements required due to anticipated development. With our knowledge and extensive experience in storm system design, Westech is uniquely qualified to assist the City with these projects.

- **Streets & Transportation**

Obviously, the most controversial transportation issue facing the City relates to the future Hwy 99W bypass. Since this is a very political issue and will likely be designed by the State regardless of the alternative chosen, we have not included detailed discussions of this project in this proposal. Suffice it to say that we will provide the City with engineering support and documentation to allow the City to ensure that their concerns are addressed in the ongoing bypass project.

Issues of concern relating to local streets include rehabilitation/reconstruction of existing old streets, as well as the extension/construction of new streets to address specific traffic concerns in the City.

Existing Streets

- Dayton has two state highways that bisect the town. Our experience with similar situations in Lafayette and Dundee helps us to understand the limitations and challenges in doing City utility work within State rights-of-way.
- As with many small cities, many of the streets within the City are well beyond their design life, and some have deteriorated to the point where they are in need of reconstruction. In addition, the amount and type of traffic using City streets has changed dramatically since many of the streets were constructed. Many existing streets are structurally inadequate for the new traffic loads that are imposed on them. However, since the City does not have the funds to reconstruct all of the streets that need work, we can assist Public Works with a program for doing maintenance overlays and/or slurry seals to selected streets to extend the usable life and slow pavement degradation until funds become available for reconstruction.
- In addition to assisting with the street maintenance programs, Westech can provide the City with complete design and construction engineering services for all City funded street projects. Our understanding and knowledge of local conditions and the other utility system needs have resulted in street projects that not only meet the City's needs, but minimize disruption of existing access and utility service.
- We have extensive experience with the ODOT Small City Allotment (SCA) grant program, and would be able to provide design and construction administration services for the pending SCA project on Fir Street.
- Another street funding mechanism available to cities for doing street and storm drainage improvements is through the formation of Local Improvement Districts (LIDs). Westech has assisted many of the other cities where we serve as City Engineer with LID based street improvement projects. LIDs are funded by an intermediate form of financing called improvement (Bancroft) bonds. Improvement bonds are payable from the proceeds of special benefit assessments, not from general tax revenues or user fees.

PROPOSED SCOPE OF SERVICES.

Our typical arrangement with our City clients is to provide basic city engineering services on an as-needed basis without a retainer. We will provide services as requested by the City and bill for services monthly at our normal hourly rates. For specific projects where the scope of the work can be clearly defined, we can typically provide the City with a lump sum fee proposal, which allows the City to more reliably allocate the project budgets and resources.

It is Westech's long-standing policy to not perform engineering services for private clients in cities where we are the named City Engineer. This policy is to avoid even the appearance of a conflict of interest, since our services are provided to the City and need to reflect the best long term interests for the City.

Services provided as City Engineer will be provided or coordinated by a experienced registered Civil Engineer designated to act as a the primary contact and project manager for the City. This engineer will

provide the City with technical advice as requested by the City on issues such as water, sewer, streets, drainage and utilities. The designated City Engineer will also attend City Council, Planning Commission or Public Works meetings as requested to provide technical assistance and advice to the City. The review of proposed development projects to determine the level of utility improvements necessary to mitigate impacts to the community will also be completed under the direction of the designated City Engineer.

The engineer who will be designated as the primary engineering contact with Dayton will be Denny Muchmore, who also serves as the designated City Engineer for Lafayette and Dundee.

For discussion purposes, services provided as City Engineer can be divided into a number of broad categories, which cover the categories listed in the RFP.

- **City Master Planning and Standards Development**
  This area of work includes long range planning for the City's infrastructure systems and lays the groundwork as to how private development may occur within the community. Examples of master planning services the City may include:
  - Utility System Master Planning (as desired by City)
    - Water Master Plan Update (from 1994 plan)
    - Storm Drainage Master Plan (no current plan)
    - Sanitary Sewer Facilities Plan
    - Street System
    - Street Lighting Master Plan
  - Provide updated Design Standards as required to reflect current City practices
  - Provide Utility System Maps (Water, Sewer, Storm, Streets, etc) as required. *A base map of Dayton showing the general format of the proposed utility system maps is attached, along with sample of similar maps prepared for Lafayette.*
  - Ordinance assistance related to the public infrastructure matters
  - SDC and User Fee assistance
  - LID Assistance and Cost Estimating
  - Assistance with Grant and Loan Applications
  - Engineering Feasibility Reports
  - Operational Assistance and Guidance Regarding Water and Wastewater Facilities and Changing Government Regulations.

- **City Infrastructure Projects**
  The City constructs infrastructure improvement projects on a periodic basis. These projects may range from a relatively simple water line replacement project to a new wastewater treatment plant. Examples of City infrastructure projects that Westech is prepared to assist the City with might include:
  - Water System
    - Waterlines (new or replacement)
    - New Water Supply Wells
    - Water Storage Reservoir(s)
    - Spring and Water Treatment Improvements
    - Potable Water Pump Stations (new or upgrades)

  - Telemetry Improvements
- Sanitary Sewer System
  - Sanitary Sewer Rehabilitation/Replacement)
  - Sanitary Sewer Extensions
  - Sewage Pump Station(s)
  - WWTP Modifications
  - New WWTP
  - New Outfall/Diffuser to Yamhill River
  - Biosolids Management and Disposal
- Storm Drainage System
  - Storm Drain Improvements (new or replacement)
  - Detention Systems (above grade basins or underground pipe storage)
- Transportation System
  - Street Reconstruction
  - Street Maintenance (overlays, slurry seals) program
- Street Lighting
  - Installation of street lights concurrent with other infrastructure projects above.
  - Upgrade/replacement of existing street lighting systems.

The City Engineer typically assists the City by doing the design, preparing construction drawings and bidding documents, overseeing the bid opening and providing recommendation for award of the contract, and providing construction administrative and inspection services. The scope of services needed of the City Engineer varies for each project, but may include:

- Preliminary Engineering
- Grant and Funding Application Assistance
- Right-of-way and Easement acquisition assistance
- Preparation of Construction Drawings and Contract Documents
- Submission and Obtaining Approval of the Contract Documents from review agencies
- Services during the Bidding Period
- Construction Engineering Services, including preconstruction conferences, construction inspection, construction surveying/staking, review of contractor submittals, review of pay requests, etc.
- Preparation of Operation and Maintenance (O&M) manuals
- Project Closeout Work including warranty inspections

- **Private Development Review**

This broad category of work relates to assisting the City Planner and Public Works in ensuring that the City's best long-term interests are represented with respect to private development projects within the City. Projects might range from a simple partitioning of an existing lot to a large and complex project involving an annexation, zone change(s), PUD, etc. The work might also include review of a specific waste discharge coming from an industrial user. Examples of services that the City Engineer may provide include:

- Preapplication meetings and preliminary comments regarding utility system requirements
- Answer questions from private developers regarding City standards and development procedures relating to design and construction of streets & utilities

- Preparation of City engineering reports reviewing land use applications for private development, including evaluation of the impacts to the existing infrastructure
- Assistance during the Land Use Approval process, including attendance of public meetings as requested by City
- Review of Construction Drawings submitted for private development
- Assistance during the construction phase of private development projects to ensure the city's interests are represented and protected

Any or all of the services outlined above can be provided by Westech Engineering. For those limited items that we do not have in-house expertise, we have long term relationships with leading firms specializing in those areas. The names and qualifications of these subconsultant firms are summarized under the Qualifications and Experience section of this proposal.

CONSULTANT QUALIFICATIONS AND EXPERIENCE.

Westech Engineering has a professional team to provide Dayton with City engineering services. For 37 years, Westech has been involved in municipal engineering in Oregon. During this time, we have served continuously as Dundee's City Engineer for over 25 years, and as Lafayette's City Engineer for over 10 years. Our goal over this time has been to contribute to the prosperity and economic diversity of Oregon by providing engineering services based upon the needs of the City and the best technology available.

Located in Salem, Westech is a 19 member civil engineering firm with nine engineers. During the past 37 years, Westech has successfully completed hundreds of projects in nine states for both public and private clients. Since its founding, Westech has served as City Engineer for a number of small communities in the Willamette Valley. As such, we have an excellent understanding of the challenges associated with small city infrastructure and the budgetary constraints under which small cities must operate. Westech specializes in municipal and land development engineering providing the full range of civil engineering services for our clients from planning through construction. Westech's commitment to quality engineering for the most reasonable cost gives us a repeat client base and the financial stability to fulfill major project commitments.

We like to view ourselves as a member of the City's team rather than an outside consultant without a vested interest in the community. This is especially true in Yamhill County where we are familiar with many officials in the various cities and the County.

Having provided City Engineering services continuously for the Yamhill Valley cities for over two decades, we offer a knowledge base and understanding that few other consultants can match. This means that we provide more cost-effective service to the City and have a better long-term perspective of the City's infrastructure than other engineers can offer. Some of the specific advantages and qualifications that Westech offers include the following.

- **Extensive Municipal Engineering Experience.** Although not always readily evident to the casual observer, it takes a special engineer with a variety of talents to properly serve a smaller municipal client. Not only is an excellent knowledge of utility, street, drainage and structural work required, but also many other abilities are needed. A good knowledge of municipal

finance, local improvement districts, capital improvement planning, state and federal grant/loan programs and municipal ordinances are needed, as are leadership abilities. Especially important is the ability to relate well to people and to best represent the long-term needs of the City. We work hard to develop these capabilities. In addition to Dundee and Lafayette, we serve as City or District Engineer for the following city and service district clients: Hebo Joint Water & Sewer Authority, Jefferson, Junction City, Mill City, Neskowin Regional Sanitary Authority, Netarts-Oceanside Sanitary District, Oceanside Water District, Philomath and Sublimity.

- **Extensive Experience in Municipal Water and Wastewater Projects.** Examples of Westech's past work on major water and wastewater projects include the following. This projects listing includes many projects similar to those anticipated by the City of Dayton.
  - Benton County Health, SRF Wastewater Facilities Plan, including evaluation of alternative treatments systems, subsurface effluent disposal.
  - Brooks, Sewer Master Plan, WWTP & STEP Sewer System
  - Brownsville, Sewer Master Plan, WWTP design ongoing
  - Dundee, Water & Sewer Master Plans, Water Supply Wells, Waterline design, storm, water & sewer projects, including water pump stations.
  - Jefferson, Water & Sewer Master Plans, 1.75 MG Reservoir & WTP Modifications, new Wastewater effluent outfall diffuser to water quality limited stream.
  - Junction City, Water & Sewer Master Plans, Water Supply Wells, Auxiliary Power Systems, WWTP Headworks & Influent Diffuser Improvements, currently beginning design of WWTP upgrade.
  - Lafayette, Sewer Master Plan, including mixing zone evaluation for water quality limited stream, watershed well, spring & telemetry improvement, sewer pump stations.
  - Monroe, Water Master Plan, new 1.0 MG Reservoir, WTP upgrade, new waterlines
  - Mill City, Water Master Plan, new reservoir, new wells, waterline design
  - Mt. Angel, Water & Sewer Master Plans, 1.0 MG Reservoir, new Water Supply Well, new WWTP including first full scale constructed wetlands for wastewater treatment in the State of Oregon, street projects.
  - Netarts Oceanside Sewer District, Sewer Master Plan, sewer system rehabilitation, upgrade & replace sewer pump stations & force mains, WWTP evaluation and upgrades.
  - Oceanside Water District, Water Master Plan, WTP Improvements, waterline design, new reservoir.
  - Philomath, Water, Sewer & Storm Drainage Master Plans, WWTP and Pump Stations, WTP & 1.75 MG Reservoir, major trunk storm drain improvements, Urban Renewal street & utility projects, ODOT utility relocation project.
  - Salem, storm, water & sewer projects, including trunk sewers, water pump stations, water storage reservoirs
  - Utulei and Tafuna (American Samoa), WWTP Expansions

This broad base of recent experience in water and wastewater work keeps us current on the best technologies available and on changing governmental requirements.

- **Extensive Experience in Street and Municipal Drainage Projects.** Some example projects include those as listed below. In many cases, we provide continuous services from initial planning through construction project closeout.

- Edwards Drive, 11th Street, 2nd Street Trunk Storm ..... Dundee, OR
- Various Street Reconstruction Projects, Drainage Master Plan ..... Jefferson, OR
- Street Overlay & Reconstruction Projects ..... Junction City, OR
- Alder Street Improvements, Drainage Master Plan ..... Mill City, OR
- Leo Street LID, Birch Street LID, Drainage Master Plan ..... Mt. Angel, OR
- College Street Improvements, Drainage Master Plan ..... Philomath, OR
- Sunnyview Ave, Fairview Industrial Dr, Mission Street ..... Salem, OR
- Courthouse Square Sitework (transit facility) ..... Salem, OR
- Silverton Industrial Park ..... Silverton, OR
- Birdfoot Lane RR Crossing, Drainage Master Plan ..... Tangent, OR

- **Extensive Knowledge and Experience with Funding Programs.** Westech offers an outstanding understanding of the funding programs available to small municipalities. We keep up to date on the changing funding programs and know the key contact people at the key agencies. On most major city projects, we assist in preparing funding applications, prepare preliminary cost estimates and help secure the project funding. We have completed many projects and among our engineers, have worked with nearly every public infrastructure-funding program in Oregon.

- **Responsiveness and Attention to City Needs.** Each community is different. We work hard to tailor our services to the specific needs and budget of the individual city. For example, when Dundee hired a City Administrator in the late 1990s, our workload for the City decreased significantly, as many of the questions we used to answer were no longer referred to us, but were handled on a local level. Being located in Salem means that we feel we can be more responsive and cost effective than a firm from the Portland area.

- **Stability.** During the past 20 years there have been many engineering firms come and go within the Willamette Valley. Westech, on the other hand, has been a stable firm in Salem and serving the Willamette Valley for 37 years. We offer long term stability and low staff turn over which results in continuity of service and cost savings to the City.

REFERENCES

One of the best ways to know in advance whether a consultant will do a good job for you is to determine whether that consultant has consistently performed for others doing similar work. If they have consistently served their clients well, you can be confident that you will receive the same high-quality service.

Listed below are several references for both small cities and agency representatives. We urge you to contact any or all of them regarding Westech's capabilities.

City of Dundee Ms. Eve Dolan (City Administrator) Mr. Alan Mustain (Public Works) (503) 538-3922		City of Lafayette Ms. Diane Rinks (City Administrator) Mr. Jim Anderson (Public Works) (503) 864-2451
City of Jefferson Mr. Steve Human (541) 327-1135		Netarts Oceanside Sanitary District Mr. Dan Mello (503) 842-8231
City of McMinnville Mr. David Renshaw (503) 434-7316		City of Junction City Mr. Gary Kaping (541) 998-3125
City of Philomath Mr. Beau Vencill (541) 929-3579		Community Planning Services Mr. Walt Wendolowski (503) 589-9284
Benton County Public Works Mr. Ray Wilson (541) 766-6012		OECDD Ms. Louise Birk (503) 986-0130
DEQ NW Region Mr. David Mann (503) 229-6890	DEQ Western Region Mr. Tim McFetridge (503) 378-8240	Oregon Health Division, Drinking Water Section Mr. Tom Charbonneau (503) 731-4317

CONSULTANT STAFF ASSIGNMENTS

We believe that it is important for your engineering consultant to provide one experienced engineer to act as your designated "City Engineer". This engineer serves as the lead person for all of the City's engineering work. He is aware of all of the City's public works facilities, about all projects underway (planned or completed), and can efficiently deal with the general city engineering work. This engineer serves as the primary contact should the City have specific questions or require information about any project within the City.

Westech proposes to use the same person as the primary contact for Dayton as has been historically used for Dundee and Lafayette (Denny Muchmore). A Westech employee since 1992, Denny Muchmore will be designated as primary contact and City Engineer for the City of Dayton. Mr. Muchmore has served as the primary contact for Dundee since 1993 and for Lafayette since about 1998. John Yarnall will provide assistance on issues relating to the wastewater system. Other Westech staff members will provide assistance as required, on a project specific basis. Denny is responsible for creating the template for Westech's digital city utility mapping system and preparing Public Works

Design Standards for all Westech cities and service districts. In addition to Mr. Muchmore, Westech offers the resources of additional engineers with specialized talents, subconsultants and support staff to meet the City's needs. Detailed resumes for Mr. Muchmore and selected other engineers are attached to this proposal.

STAFF QUALIFICATIONS

Westech Engineering's team will be directed by Denny Muchmore PE., with John Yarnall PE., Dan Kizer PE. or Steven Ward PE serving as technical advisors for specific major projects where their expertise is required.

The City Engineering team will be headed by Denny Muchmore, P.E., who will provide overall direction as Principal-in-Charge and as a licensed Oregon professional engineer, with complete authority to represent the Consultant in negotiating and signing any contract which may result from the Proposal. Mr. Muchmore will be designated as the primary contact person and designated City Engineer for the City of Dayton. Mr. Muchmore has served as project manager and project engineer for 13 years on a variety of water and wastewater planning, collection system, distribution, pumping and treatment projects, all the way from master planning through system design and construction management. Mr. Muchmore is experienced in the planning, design and construction of water, wastewater, storm drainage and street systems. His knowledge of system design combined with experience in project management will be an asset to your City. He currently performs City engineering work (either as lead or support engineer) for Dundee, Lafayette, Junction City, Sublimity and the Netarts-Oceanside Sanitary District. He has also coordinated utility mapping efforts in a number of communities in Oregon, including Dundee, Halsey, Jefferson, Lafayette, Monroe, Mill City, Mt. Angel, Netarts-Oceanside Sewer District, Oceanside Water District and Philomath. Mr. Muchmore also has an excellent background in the design and construction management of municipal utility systems. He is an expert in the land use review process and the review and approval of developers' construction drawings on behalf of City clients.

John Yarnall P.E. will serve as project engineer for specific City projects. Mr. Yarnall is experienced in the planning, design and construction of water, wastewater and storm drainage systems. Mr. Yarnall directed the City of Mt. Angel's WWTP project from Facility Planning through plant start-up and performance certification. He recently served as the project manager for Sweet Home's Midway Water Distribution System project and Monroe's water improvement project. He is currently directing Westech's activities for the Brownsville and Junction City WWTP projects. Many of the issues faced by Dayton have been successfully addressed in other projects. These issues include limited financial resources, I/I, receiving stream problems, NPDES Permit restrictions, water rights and wetlands issues, etc. Mr. Yarnall has designed and evaluated many lagoon based WWTPs, including evaluation of land application alternatives. Mr. Yarnall has a working knowledge of small city wastewater collection, treatment and disposal facilities. He has a broad-based knowledge of water and wastewater treatment and a thorough knowledge of regulatory agency (OHD, DEQ & EPA) requirements, and has had extensive experience in managing complex multi-disciplinary projects. In addition to serving Junction City, Lafayette, Hebo, Junction City, Neskowin, NOSD and Sublimity as City/District Engineer, Mr. Yarnall offers experience gained from serving many small to medium sized communities in the Pacific Northwest and the Pacific.

Dan Kizer P.E. will serve as a project engineer for city projects related to drainage, site development and roadway design. Mr. Kizer is experienced in the planning, design and construction of roadways, institutional and industrial site development and storm drainage systems. His knowledge of system design combined with experience in project management will be an asset to your City. He has served as the project manager for the civil/sitework improvements for the schools for the McMinnville School District, Newberg School District, City of Lebanon, and the Central School District serving Monmouth and Independence. He was in charge of the design of the 12th Street Improvement project for the City of Salem, a $4.5 million arterial street improvement project. Mr. Kizer has an excellent background in the design and construction management of private site development and can view projects from both the public and private perspectives.

Steven A. Ward P.E. will serve as a quality assurance engineer for city projects. Mr. Ward is a licensed professional engineer in Oregon, Washington, Idaho, California, Wyoming and Colorado. As a specialist in civil sitework and drainage design, Mr. Ward's 25+ years of experience includes planning, design, project coordination, contract administration and construction management. He works closely with developers and architects providing services for grading, drainage, sewer, and water improvements, as well as public facilities. He has proven expertise in planning regulations, development costs and land development economics. Steve has firsthand experience in all types of land development and drainage.

ASSOCIATIONS WITH OTHER ENGINEERING FIRMS

The RFP required that the proposal include a description of the relationship between Westech and firms specializing in certain specific areas. Although Westech Engineering has the in-house expertise to complete virtually all of the street, waterline, sewer line and storm drainage projects, there are some projects that include components that are outside our field of immediate in-house expertise (ie. electrical engineering, etc). Over the years, Westech has developed long term working relationships with other engineering firms with specialized expertise in certain areas. Utilizing these subconsultants, Westech assembles a highly qualified team as needed with project specific expertise, with the individual skills and expertise merged into a coordinated team effort by the designated Westech project manager. This Westech led team has worked together on many projects over the years similar to those anticipated by the City. Brief introductions of some of these team members are outlined below.

Electrical and control engineering for City projects designed by Westech will be provided by R&W Engineering under the direction of Gregg Scholz, P.E. Gregg works almost exclusively on water and wastewater projects and is recognized around Oregon as an expert in the design of electrical and control systems. Westech and R&W have worked together on more than 40 projects during the past 20 years, including all of the electrical, control and telemetry designs completed for the City of Dundee and Lafayette by Westech during that time. In addition, R&W also has expertise in the design of electrical distribution systems and telecommunications facilities such as cell towers and associated improvements.

Land and boundary surveying, as well as design topographic and construction surveying for projects designed for the City by Westech will be performed by Clarence Barker PLS of Barker Surveying. Clarence and his staff have worked closely and efficiently with Westech on hundreds of projects over the past 25 years, including all Westech projects in Dundee and Lafayette since Westech became their City Engineer. Barker Surveying is recognized in the mid-Willamette valley as one of the leaders in quality of surveying services.

For geotechnical engineering on major infrastructure projects such as reservoirs, pump stations or treatment plants, Westech will utilize the services of Foundation Engineering under the direction of Jim Maitland P.E. Foundation Engineering has worked closely with Westech Engineering over the years on various projects in Dundee, Halsey, Jefferson, Lafayette, Mill City, Mt. Angel, Netarts-Oceanside Water District, Philomath, Salem, West Linn and American Samoa.

For those projects requiring specialized structural design, BMGP Engineering, under the direction of Bill Pease P.E., will provide structural engineering services. Westech has used BMGP exclusively for more than 20 years, including all Dundee and Lafayette projects. During the past years he assisted Westech will the design of reservoirs, pump stations and treatment plants in Dundee, Halsey, Jefferson, Lafayette, Mill City, Mt. Angel, Philomath, Salem, West Linn and American Samoa, as well as structural rehabilitation of a number of buildings in cities where we serve as City Engineer.

As you can see we have assembled a highly qualified team for this project. This dedicated team has worked together on many water and wastewater projects and will provide you with the necessary expertise to provide top-quality planning and design engineering services.

COST OF SERVICES

As requested in the RFP, our hourly rate table is attached to this proposal. We propose to bill the City at our regular hourly rates for general city engineering tasks without a retainer fee. When the City has specific projects for which the scope of work can be accurately defined and where desired by the City, we will provide the City with a lump sum fee proposal for that specific project or portion of the project. This will allow the City to more accurately allocate resources for major design projects. The hourly rates included with this proposal are valid until October 1, 2006. We typically review our hourly rates in October of each year, although rates are not adjusted every year but only as necessary to account for rising costs of providing engineering services.

Westech's hourly rates(as shown on the attached rate table) include both direct and indirect costs. We can either provide the City with separate invoices for each City and development project (Lafayette model), or provide the City with a single invoice with a detailed breakdown of each project (Dundee model). Should the City desire an alternate billing format, we will work with the City to develop a billing format that meets the City's needs. Westech does not provide a separate hourly rate for travel time for engineers assigned as City Engineer. However, we do our best to schedule trips to coincide with other work in the vicinity in order to keep costs at a minimum. For example, most of the trips required for Dayton projects can likely be done in conjunction with other business in Dundee and Lafayette (where we also serve as City Engineer).

OTHER STATEMENTS REQUIRED BY RFP

Westech Engineering appreciates the opportunity to submit this engineering services proposal to the City. We look forward to the opportunity to continue to provide the City with sound, cost effective engineering services completed on schedule. The following addresses some of the miscellaneous requirements and provisions of the RFP.

Steve Ward (President), John Yarnall (Vice-President) or Denny Muchmore (Secretary-Treasurer) are authorized to represent Westech Engineering in negotiating and signing a contract resulting from this proposal.

- **Insurance Coverage and Policies.** Westech maintains General Liability Insurance in excess of the $500,000 limit required by the RFP, and maintains professional liability (Errors & Omissions) insurance in the amount of $1,000,000 (see attached certificates of insurance).

- **Worker's Compensation Coverage.** Westech Engineering maintains Workers Compensation coverage for all employees as shown on the attached form.

- **Work for Private Developers.** As previously discussed, it is Westech's long-standing internal policy to not perform engineering services for private clients in cities where we are the named City Engineer. This policy is to avoid even the appearance of a conflict of interest, and is in conformance with recent interpretations issued by the Oregon Board of Engineering Examiners.

- We hereby affirm that Westech Engineering has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation or marital status or other protected class, and has a drug-free workplace policy. These policies applies to all areas of employment including recruitment, hiring, training and development, promotion, termination, layoff, compensation and all other conditions and privileges of employment.

Our proposal is intended to include all terms and conditions of the Request for Proposals issued by the City of Dayton.

Should you have any questions or desire any additional information or further explanation regarding Westech's capabilities, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.

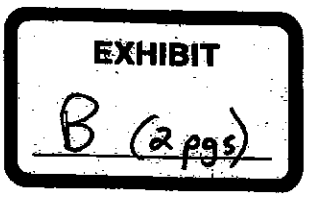
_____
Denny Muchmore, P.E.

drm
encl.

WESTECH ENGINEERING, INC.
Hourly Billing Rates
Effective October 2006

Engineer IX	$106.00/hr.
Engineer VIII	$100.00/hr.
Engineer VII	$94.00/hr.
Engineer VI	$88.00/hr.
Engineer V	$84.00/hr.
Engineer IV	$80.00/hr.
Engineer III	$76.00/hr.
Engineer II	$72.00/hr.
Engineer I	$68.00/hr.
Designer III	$72.00/hr.
Designer II	$68.00/hr.
Designer I	$64.00/hr.
Inspector	$64.00/hr.
Secretary	$50.00/hr.

Outside Services Cost Plus 10%
Mileage $0.50 per Mile
Blueprints $2.50/sheet
Photocopies $0.15/page



October 2006

WESTECH ENGINEERING, INC.
HOURLY BILLING RATES
For City Of Dayton
Effective October 2005

Engineer IX (Ward)	$100.00/hr.
Engineer VIII (Muchmore, Yarnall)	$94.00/hr.
Engineer VII (Kizer)	$88.00/hr.
Engineer VI	$84.00/hr.
Engineer V	$80.00/hr.
Engineer IV	$76.00/hr.
Engineer III	$72.00/hr.
Engineer II	$68.00/hr.
Engineer I	$64.00/hr.
Designer III	$68.00/hr.
Designer II	$64.00/hr.
Designer I	$60.00/hr.
Inspector	$60.00/hr.
Secretary	$46.00/hr.

Outside Services Cost Plus 10%
Mileage $0.50 per Mile
Blueprints $2.50/sheet
Photocopies $0.15/page

Exhibit C

WESTECH ENGINEERING, INC.
CONSULTING ENGINEERS & PLANNERS

December 20, 2012

Ms. Christy Ellis Wurster
Dayton City Manager
PO Box 339
416 Ferry Street
Dayton, OR 97114

RE: Dayton 2013 Watershed & Waterline Improvements
PR 12-2616

Dear Christy:

Westech Engineering is pleased to submit this scope of services summary for the proposed "2013 Watershed & Waterline Improvements" project (for which the City recently received funding award from the Oregon IFA). This document is intended to be designated as Exhibit C and attached to the "Amendment No. 1 to Personal Services Agreement between City of Dayton and Westech Engineering, Inc. for City Engineer Services".

A copy of the original city engineer contract and a draft copy of the contract amendment mentioned above are attached for reference.

The remainder of this proposal is divided into the following sections:
- Background & Project Understanding.
- Special Considerations.
- Project Approach & Work Plan.
- Fee Schedule.

Short discussions on these items follow.

BACKGROUND & PROJECT UNDERSTANDING.

The City of Dayton recently received funding authorization for this project under the Safe Drinking Water State Revolving Loan Fund (SDW SRLF) program, with the financial assistance to be administered by the Oregon Infrastructure Finance Authority (IFA).

The project for which funds were awarded through the Oregon IFA includes the reconstruction of the existing Dayton watershed springs source system to bring it into compliance with current Oregon Drinking Water Program (ODWP) standards in order to provide adequate seals against surface water intrusion into the source water collection system and to provide for adequate disinfection of this water, as well as the replacement of various steel waterline pipes which are beyond the end of their design service life.

3841 Fairview Industrial Dr. S.E., Suite 100, Salem, Oregon 97302
Phone: (503) 585-2474 Fax: (503) 585-3986

This document is in response to the requirement by the Oregon IFA that the City and Westech Engineering (as City Engineer) execute a contract amendment to formalize a scope of work and contract budget for the engineering and related services associated with the design and construction of these improvements.

Major components of the proposed project are as follows:

- Reconstruction of the watershed spring collection system as required to bring it into compliance with ODWP regulations and to provide adequate disinfection and monitoring, including a new power service for the disinfection and related monitoring systems.
- New waterline pipes within the City of Dayton owned watershed area and across property adjacent to said watershed, in order to replace antiquated and/or inadequate existing water transmission pipelines associated with the watershed springs and related reservoirs.
- New waterline pipes within the Dayton City Limits to replace antiquated and/or inadequate existing waterlines. The total extent of the waterline replacements will be as directed by the City based on available funding, and is expected to include (but may not be limited to) the segments summarized below, as well as other minor extensions/ connections as necessary to reconnect to the existing water system in a manner to meet City and ODWP standards and remove old piping or valves from service to the extent feasible, and as required to disconnect abandoned waterlines from the active water system and allow for efficient connection of anticipated future waterlines, and to allow for reconnection of existing water services.
  - 3rd Street (Ferry Street to Church Street).
  - Main Street (2nd Street to 4th Street)
  - 4th Street, south from Ferry Street (potential alternate segment)
  - Alder Street, west from 3rd Street (potential alternate segment)
  - Mill Street, west from 3rd Street (potential alternate segment)

SPECIAL CONSIDERATIONS.

While the project is relatively straight forward, there are several items that need to be considered and incorporated into the design to help ensure that construction proceeds smoothly and that disruption to businesses/residences is minimized (both now and in the future). Some of the issues that deserve special attention are discussed below.

Maintaining Existing Service. The proposed water system improvements must be designed such that they can be constructed with only very minor interruptions of service to existing water system users. Water users include residential and commercial users served from the waterlines being replaced, as well as users along adjacent streets who might be impacted when existing lines are shut down for connections. The new waterline alignments will need to be chosen to allow for efficient reconnection of existing services during construction. In addition, the Upper

Spring serves as a private water source for an adjacent property owner, and must be maintained in service until a temporary alternate water source is available for use by this adjacent property owner (during any construction work on the Upper Springs).

Future Waterline Extensions. Consideration will be given for future connections to these new waterlines for potential extensions of the lines. The goal is to provide fittings and valves that will minimize the cost of future waterline connections and to minimize future service disruptions.

ODOT Review & ODOT Permits. Since 3rd Street and Ferry Street in these locations are ODOT right-of-ways, the waterline designs will need to be reviewed by ODOT, and an ODOT utility and construction permit obtained for the project. The City will need to sign as the applicant for the required permits. Westech will prepare the permit application forms in conjunction with the design.

As an alternate to installing a bore casing at crossings, ODOT has typically allowed the City to install a 4-inch depth grind and asphalt inlay for a distance of 15 feet in either direction of a trenched utility crossing (in lieu of the typical asphalt overlay for a distance of 75 feet in either direction of a crossing). This is an issue that will need to be discussed with ODOT in conjunction with the waterline design.

Water Rights Issues related to Lower & Upper Springs. Once the Lower Spring is reconstructed and placed back in service, the City plans to evaluate the actual production capacity of the new Lower Spring collection system, and proceed with water rights transfer applications (from the Upper Spring) if the Lower Spring production exceeds the current water rights flow rate.

PROJECT APPROACH & WORK PLAN.

Our proposed project approach is straightforward and structured to minimize the overall time required from authorization-to-proceed to approval of the final design. The project can be logically divided into four phases: predesign, design, bidding and construction administration. Key throughout the project will be the involvement of City staff, as well as the City Council (for decisions related to project scope and financing, and timing for the bidding and construction phases). Tasks required for completion of the project include those outlined below.

Predesign Phase

1. *Meet with City Staff.* Meet and/or coordinate with City staff at the start of the project to review existing and recent information, and to confirm the project schedule and

anticipated completion dates. Much of this coordination has already occurred, but will be confirmed.

2. *Existing conditions research.* Gather available technical data including as-builts, tax maps and property surveys. We already have much of this information from our work performed to date with the City for other projects in these areas.

3. *Assist with environmental review tasks.* Assist the City as requested in completing any additional environmental review and associated tasks which are required by the funding agency as a condition of the project funding.

Design Engineering Phase

4. *New Topographic Survey & Existing Survey Verification.* Topographic surveys along the waterline and power alignments will be required in order to tie down the location of existing structures & utilities, property and right-of-way lines, and to prepare the plan/profile design. Westech will notify utility companies to have existing utilities located in the field and painted on the roadway and right-of-way as necessary.

5. *Develop Preliminary Site Plans & Alignments.* Develop preliminary site plans for the spring improvements and preliminary alignment drawings for the waterlines. Review the preliminary plans with City Public Works and obtain their input.

6. *Drawing Preparation.* Prepare preliminary drawings and construction contract documents for the project showing the configuration & alignment for the water system improvements, connection details and how the existing water users will be kept in service during the construction process. These drawings will include site plans and sections for the spring improvements, plan and profile for the waterline improvements, as well as standard and special details required by the work, standard construction notes, erosion control plans, etc. We anticipate using a 1"=20' scale for the plan & profile drawings.

7. *City review.* Provide the City with two (2) sets of the preliminary documents (for City staff review and comment).

8. *Franchise utility review.* Submit a copy of the preliminary waterline designs to each of the franchise utility companies who may be affected by the designs (to allow them to verify whether there are any known or anticipated conflicts not shown on the drawings).

9. *Power service coordination.* Coordinate with PGE for their design of the new power service to serve the springs and/or the watershed area.

10. *Agency review*. Submit a copy of the preliminary waterline designs to ODOT for review and comment. Also, approval of the waterline design by the Oregon Drinking Water Program (ODWP) will be required for the spring improvements. City to pay any required agency review fees.

11. *Incorporate City & other review comments*. Revise the preliminary design, contract documents and specifications based on review with City staff and comment from other parties. Complete final drawings, contract documents and specifications incorporating City and other agency review comments.

12. *Final design to City*. Prepare final engineer's construction cost estimate for the project. Provide the City with two (2) full size sets and two (2) half size sets of construction drawings and contract documents. The project will then be ready for bidding.

Bidding Phase

It is assumed that the City will bid all those portions of the water project which can be constructed concurrently, with construction anticipated during the upcoming 2013 summer construction season. However, portions of the project may not be bid until a later date (ie. the Upper Springs improvements, etc.) due to the need to keep existing users in service. Depending on whether this additional work is added to the base contract as a change order or bid separately, the following work tasks (ie. bidding and construction administration) may be used more than once.

13. *Print drawings & bid documents for distribution.* The number of sets required will depend on the level of interest from Contractors, and the number of sets required by agencies, etc. We typically print a minimum of 20 sets of bidding documents for distribution during bidding.

14. *Advertize*. Advertise the project in the Daily Journal of Commerce and the local paper of record (News Register). City to pay advertising costs and provide copies of publication affidavits to the funding agency as required.

15. *Distribution of Bid Documents*. Distribute drawings & bid documents to prospective bidders, plan centers and suppliers as applicable.

16. *Bidding questions & addenda*. Respond to questions during the bidding period from prospective bidders, suppliers and subcontractors. Prepare and issue addenda (if any) as required.

17. *Bid opening*. Conduct the bid opening, tabulate the bids and make a recommendation of award to the City Council. Unless otherwise required by the City, the bid opening will be conducted at Westech's Salem office.

18. *Prepare Contract Documents for execution*. Upon authorization by the City Council (and the funding agency as required), issue the Notice of Award and prepare the construction contracts for execution by the City and the contractor.

19. *State Agency Notifications*. Assist the City as requested in preparing and submitting required notices and/or reports to applicable state agencies (ie. BOLI, CCB, etc.).

Construction Administration Services

20. *Construction Documents to Contractor*. Coordinate with contractor to provide them with the additional copies of construction contract documents & drawings which they may require (for field crews, subcontractors, suppliers, etc.).

21. *Preconstruction conference & NTP*. Organize, schedule and conduct the preconstruction conference. Prepare and issue a memo after the preconstruction conference summarizing the issues discussed. Issue the Notice to Proceed (NTP).

22. *Contract & drawing questions*. Interpret the contract documents on behalf of the City and to best represent the City's interests. Answer contractor questions as applicable.

23. *Review of construction submittals*. Review construction submittals from the Contractor to ensure that proposed equipment & materials comply with the contract documents and City standards.

24. *Periodic meetings*. Meet with the City periodically to review the project status and to monitor the contractor's progress.

25. *Construction observation*. Provide construction observation services to the City to observe the construction and monitor the work to determine that it conforms to the general intent of the construction documents. The extent of the construction observation services can be determined with the City and will depend upon the extent of the routine observation services provided by the City's staff. As with previous City projects, we anticipate that most of the routine inspection work will be done by the City's public works staff, with visits by the engineer as appropriate based on the type of construction under way.

    As a minimum, we suggest weekly observation by the engineer during "slower" periods of construction and a minimum of twice weekly observations by the engineer during the rest of

the work period. During limited "critical" periods of construction, we believe that daily or even full time construction observation may be warranted.

26. *Materials & other testing.* Coordinate with the contractor to ensure that the required testing is completed as required under the contract documents (ie. backfill & AC compaction, pressure, bacteriological, etc.) is completed.

27. *Changes to the work.* Review reports of changed conditions or change requests with the City, and prepare change order documents as appropriate.

28. *Monthly payment requests.* Review pay requests submitted by the contractor. Prepare and submit to the City monthly payment recommendations with a cover letter/ report outlining the contractor's progress during the preceding month.

29. *Agency Correspondence.* Correspond with the City and agencies as appropriate. Prepare forms and documents as may be required by ODWP.

30. *O&M Manuals.* Review the equipment O&M Manual materials compiled by the contractor and assist the City in preparing any narrative sections that may be required in order to operate the new facilities.

31. *Start up and trouble shooting services.* Assist the City as requested with starting up and trouble shooting the new facilities.

32. *Substantial and final completion walkthroughs.* Conduct substantial completion inspections with City representatives as well as the contractor. Prepare certificates of substantial completion for execution by the City and the Contractor. Prepare a punch list of items to be completed. Perform final completion inspections with City representative to verify that punch list items have been completed.

33. *Record drawings.* Prepare record drawings of the improvements (based on field record as-built drawings provided by the contractor) and submit them to the City.

34. *Project closeout.* Assist the City with any required project closeout paperwork as required by the contract documents or agencies.

35. *Operational Questions & Warranty Inspections.* Assist the City as requested with questions related to operations of the new facilities and/or inspections during the warranty period.

The above work plan can be modified as desired by the City during the project to best meet its needs, schedule and budget.

Our subconsultants for this project will be the same as we have been using during the preliminary and predesign phases of this and similar city projects. Depending on the final scope of the remainder of this project, these typically include (as applicable) Landis Consulting (electrical/controls), BMGP Engineers (structural), Barker Surveying (topographic surveys & legal descriptions), GSI Water Solutions (hydrogeology & water rights issues), SWCA Environmental Consultants (environmental review issues, etc.), and Foundation Engineering (if geotechnical work is required, which is not anticipated).

FEE SCHEDULE

Because the timing and final scope of engineering and related work will not be clearly known until after the resolution of certain outstanding issues (such as determination of scope of environmental review requirements by the ODWP, completion of the Lower Springs work & verification of spring production rates, etc.), we propose to provide the engineering services summarized above at our regular hourly rates, subject to a total compensation-for-services amount which shall not be exceeded without written approval by the City and written concurrence by the funding agency. A copy of our regular hourly rates is attached for reference (Exhibit B).

For services during the predesign (excluding environmental review), design, bidding and construction phases (tasks 1-2 and 4-34) for the primary improvements summarized above, and assuming that full time construction observation services are not required, we estimate that the cost of our services will not exceed the budget of $113,000 as is outlined in the final funding application and funding award.

The scope of work (and cost) required during bidding will depend on the number of prospective bidders (ie. number of questions that must be responded to). The scope of work required during construction will be dependent on the contractor(s) selected, number of construction contracts executed, the City's level of involvement for the routine inspection work, etc. The budget amount above assumes that all improvements are constructed by a single contractor under the same contract, are constructed concurrently where feasible, and that full time construction observation services are not required.

If the applicable agencies require the City to perform additional environmental review work (task 3), we propose to also provide these services for the City at our regular hourly rates. The funding for this project includes a line item of $7,000 for this anticipated environmental review work, although the scope of work required has not yet been finalized with the applicable agencies (review of the preliminary environmental issues is currently under way by the OWDP).

We propose to assist the City with the acquisition of any required easements (ie. the pending power service easement), including preparation of legal descriptions and exhibit maps, at our regular hourly rates (the funding application included a budget line item of $5,000 for anticipated easement acquisitions).

If the City decides to add additional design work to this project, we will provide these additional services at our regular hourly rates as well.

All design will be in accordance with the Dayton PWDS and industry standards.

Upon your authorization to proceed, we are prepared to start immediately on the water system project predesign and design services. This scope of work is valid for 6 months from today's date.

We look forward to working with the City on this important project. If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.
(*Dayton City Engineer*)

Denny Muehmore, P.E.

drm
encl.
- Mr. Steve Sagmiller, Dayton Public Works