

28 February 2024

Mr. Brian Harmon
Public Works Director
City of Coburg
91136 N. Willamette Street
PO Box 8316
Coburg, Oregon 97408

Subject: Proposal for Professional Services
Wastewater Planning Assistance
K/J P24002

Dear Mr. Harmon:

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) is pleased to submit this proposal for providing engineering services for wastewater planning assistance to the City of Coburg (City).

Scope of Services

The scope of our services is described as follows:

Task 1 – Project Management

This task includes project set-up, monthly invoicing, as-needed calls with City staff, budget and schedule management, and quality assurance reviews of work products.

Task 1 Assumptions:

- Management effort is based on work being completed within the specified schedule.

Task 1 Deliverables:

- Monthly invoices in electronic (pdf) format.

Task 2 – Wastewater Capacity Evaluation

This task includes determining existing and projected wastewater flows and loads and an evaluation to determine remaining treatment capacity available for additional growth within the City's wastewater service area.

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Task 2.1 – Flow/Load Projections and Capacity Evaluation

Kennedy Jenks will develop wastewater flow and load projections for a 20-year planning horizon with specific values provided for years 2024, 2034, and 2044. Projections will be based on data provided by the City. Flow projections will be completed in accordance with Oregon State Department of Environmental Quality (DEQ) guidelines for sewage treatment in western Oregon.

The resulting flow and load projections will be compared with original design capacity values for the City's existing wastewater treatment plant (WWTP). Design capacity will be based on values contained in record drawings for the existing WWTP. Excess capacity (or lack thereof) to provide for additional growth within the City's service area will be identified.

Task 2.2 – Technical Memorandum

Kennedy Jenks will document findings from the flow and loads analysis and capacity evaluation in a brief technical memorandum (TM). Kennedy Jenks will conduct a 1-hour review meeting with City staff to review our findings.

Task 2 Assumptions:

- Capacity values will be based solely on information contained in record drawings for the existing facility. This scope of work does not include field testing, hydraulic modeling, or process modeling to verify the original design values for the WWTP.
- The City will provide a minimum of 5 years of WWTP influent flow and loading data in electronic (Microsoft Excel) format.
- Population values used for flow and loading projections will be based on the "Coordinated Population Forecast, 2021 through 2071, Lane County Urban Growth Boundaries (UGB) & Area Outside UGBs."

Task 2 Deliverables:

- Draft and final TM to document flow/load projections and capacity evaluation. The TMs will be provided in electronic (pdf) format.

Task 3 – Capital Improvement Projects Assistance

This task provides budget for as-directed assistance to the City to help identify needed capital improvement projects for the WWTP.

Task 3 Assumptions:

- Budget for this task is limited to \$10,000 and will be billed on a time and expense reimbursement basis in accordance with the attached Schedule of Charges.

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Task 3 Deliverables:

- As directed by the City and as allowed by the specified budget for this task.

Schedule

The scope of services described herein will be completed within 90 days of our receiving notice to proceed with the work.

Basis of Compensation

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with our Schedule of Charges dated January 1, 2024, enclosed. Payments shall be made monthly based on invoices which describe services and list actual costs and expenses. Based on our estimate of services required, we propose a budget of \$33,398, which will not be exceeded without authorization.

Terms and Conditions

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

To assure a clear understanding of all matters related to our mutual responsibilities, the enclosed Standard Conditions dated August 1, 2021 are made a part of our agreement. We have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the enclosed terms and the form of any purchase order or confirmation issued, the terms of this proposal and the enclosed Standard Conditions shall prevail in the absence of our express written agreement.

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If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. We look forward to working with you.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.


Charles L. Wright Jr.
Project Manager

AUTHORIZATION:

CITY OF COBURG

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Enclosures (3)

Proposal Fee Estimate

CLIENT Name: City of Coburg
 PROJECT Description: Wastewater Planning Assistance
 Proposal/Job Number: P24002 Date: 2/27/2024

January 1, 2024 Rates	Eng-Sci-7 Charles W.	Eng-Sci-6	Eng-Sci-5 Ben Bosse	Eng-Sci-4	Eng-Sci-3 Sydney L. C.	Project Assistant	Admin. Assist.		KJ	KJ	KJ	KJ			
Classification:	Eng-Sci-7 Charles W.	Eng-Sci-6	Eng-Sci-5 Ben Bosse	Eng-Sci-4	Eng-Sci-3 Sydney L. C.	Project Assistant	Admin. Assist.	Total	Labor	Assoc. Proj. Costs	ODCs	ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$260	\$235	\$220	\$195	\$175	\$150	\$133	Hours	Fees	\$5.00	Fees	10%			Fees
Phase **** (Default)															
Task **** (Associated Project Costs)										\$776				\$776	\$776
Task **** (Contingency Reserve)					8				\$1,400			\$0	\$1,400	\$0	\$1,400
Phase **** - Subtotal	0	0	0	0	8	0	0	0	\$1,400	\$776	\$0	\$0	\$1,400	\$776	\$2,176
Task 1 - Project Management															
1.1 Project Management, Invoicing, Communications	13					4		17	\$3,980			\$0	\$3,980	\$0	\$3,980
Task 1 - Subtotal	13	0	0	0	0	4	0	17	\$3,980	\$0	\$0	\$0	\$3,980	\$0	\$3,980
Task 2 - Wasterwater Capacity Evaluation															
2.1 Flow/Load Projections and Capacity Evaluation	4				56			60	\$10,840			\$0	\$10,840	\$0	\$10,840
2.2 Technical Memorandum	8		4		16		4	32	\$6,292		\$100	\$10	\$6,292	\$110	\$6,402
Task 2 - Subtotal	12	0	4	0	72	0	4	92	\$17,132	\$0	\$100	\$10	\$17,132	\$110	\$17,242
Task 3 - CIP Assistance															
3.1 CIP Assistance	16		12		18			46	\$10,000			\$0	\$10,000	\$0	\$10,000
Task 3 - Subtotal	16	0	12	0	18	0	0	46	\$10,000	\$0	\$0	\$0	\$10,000	\$0	\$10,000
All Tasks Total	41	0	16	0	98	4	4	155	\$32,512	\$776	\$100	\$10	\$32,512	\$886	\$33,398

Client/Address: City of Coburg
 91136 N. Willamette St.
 Coburg, OR 97408

Proposal Date: February 27, 2024

Schedule of Charges

Date: January 1, 2024

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$150
Engineer-Scientist-Specialist 2	\$160
Engineer-Scientist-Specialist 3	\$175
Engineer-Scientist-Specialist 4	\$195
Engineer-Scientist-Specialist 5	\$220
Engineer-Scientist-Specialist 6	\$235
Engineer-Scientist-Specialist 7	\$260
Engineer-Scientist-Specialist 8	\$285
Engineer-Scientist-Specialist 9	\$295
Senior CAD-Designer	\$175
CAD-Designer	\$170
Senior CAD-Technician	\$165
CAD-Technician	\$155
Project Assistant	\$150
Administrative Assistant	\$133
Aide.....	\$108

In addition to the above Hourly Rates, an APC charge of \$5.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

Client: City of Coburg

Contract/Proposal Date: February 27, 2024

Standard Conditions

1 August 2021

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said sixty (60) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within sixty (60) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee and \$1,000,000 policy limit for bodily injury by disease. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1,000,000 on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1,000,000 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed: (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any Opinion of Probable Construction Cost furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California or any applicable state Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's or any applicable state Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.
11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting

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- from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC DATA.** Documents provided by CONSULTANT in electronic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by laws to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.
19. **COUNTERPARTS; SIGNATURES.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic (including without limitation .pdf), email or facsimile signatures of this Agreement shall have the same force and effect as original signatures. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this Agreement.