



**WESTECH ENGINEERING, INC.**  
CONSULTING ENGINEERS & PLANNERS

**CLIENT SERVICE AGREEMENT**

Date: June 27, 1997  
 Job Name: Lafayette City Engineering  
 Job No.: 1897.100.2  
 Client: City of Lafayette  
 Address: PO Box 55  
 City & State: Lafayette, OR Zip: 97127 Phone: (503) 864-2451 Fax: (503) 864-4501

**SERVICE TO BE RENDERED:** Continuation of basic City Engineering services as outlined in Westech's letter proposal dated June 5, 1997

**PERIOD OF SERVICE:**

- Services will commence upon return of signed copy of this Agreement.
- Services will commence immediately but may be suspended if signed copy of this Agreement is not returned within 10 calendar days.
- Services will commence July 1, 1997 and run through June 30, 1998 unless period of service is
- Basic Services will be completed within \_\_\_\_\_ calendar days after the commencement thereof, subject to delays beyond the control of Westech Engineering, Inc. **extended by the City.**

**RETAINER FEE:**

- Client will pay retainer fee of \$ \_\_\_\_\_ upon execution of the agreement. Retainer will be applied to the final invoice on the project and any unused balance will be refunded.

**COMPENSATION:** Client will pay Westech Engineering, Inc. for Basic Services

- A lump sum amount of \$ \_\_\_\_\_
- On the basis of current billing rates plus expenses.
- \_\_\_\_\_

**BILLING:** Westech Engineering, Inc. will bill Client

- Monthly
- Upon completion of Basic Services
- \_\_\_\_\_

**DESIGNATED REPRESENTATIVES:** The following persons are authorized to represent the parties to this Agreement in all transactions pertaining to Westech Engineering, Inc. services.

Client Rep. <u>Donna May</u>	Title <u>Interim City Administrator</u>	Phone <u>(503) 864-2451</u>
Westech Rep. <u>John L. Yarnall</u>	Title <u>Project Manager</u>	Phone <u>(503) 585-2474</u>

**PLEASE READ, SIGN AND RETURN ONE COPY TO WESTECH ENGINEERING, INC.**

Payment will be due in full within 30 days after the date of each billing. If payment is not made within this time, the Client will pay a finance charge of 1½% per month on the unpaid balance. In addition, if the Consultant retains an attorney to assist in the collection of any billing, the Client shall pay immediately upon demand the Consultant's reasonable attorney's fees and collection costs that may be incurred, and if a suit of action is filed thereon, the Client shall pay the attorney fees and collection costs set by any trial or appellate court. This Agreement may be terminated by either party by seven (7) days written notice in the event of failure to perform in accordance with the terms of this Agreement by the other party, through no fault of the terminating party. In the event this Agreement is terminated or work is suspended, the Client will promptly pay for all services performed to the termination date plus expenses attributable to termination. The Client agrees to limit the liability of the Consultant for any alleged professional acts, errors or omissions to the amount of Consultant's fee or \$50,000 whichever is less. The Consultant has no liability whatsoever for work not designed or constructed under the Consultant's supervision, or for work not done in accordance with the contract documents prepared by the Consultant. All the terms, conditions and provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

BY: John L. Yarnall 6/27/97  
 Westech Engineering, Inc. (date)

BY: [Signature] 6/27/97  
 Client Signature (date)  
R. S. Willoughby, City Admin.  
 Print Name



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Westech Rep. <u>John L. Yarnall</u>	Title <u>Project Manager</u>	Phone <u>(503) 585-2474</u>

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BY: John L. Yarnall 6/27/97  
 Westech Engineering, Inc. (date)

BY: Ronald Ross 7-7-97  
 Client Signature (date)  
RONALD ROSS  
 Print Name



**WESTECH ENGINEERING, INC.**  
CONSULTING ENGINEERS & PLANNERS

June 5, 1997

Mr. Ron Ross, Mayor  
City of Lafayette  
P.O. Box 55  
Lafayette. OR 97127

RE: Continuation of City Engineering Services  
PR 97-1349

Dear Ron:

Westech Engineering enjoys serving the City of Lafayette as your City Engineer and would like to continue to provide engineering services to the City on an as needed basis. Our present agreement with the City is to provide engineering services to the City through June 30, 1997 unless the term of the agreement is extended by the City.

Over the years of providing engineering services to many smaller communities we've found that the more you know about a community the better you are able to serve the city. During the past 18 months we've learned a great deal about Lafayette and feel we have an excellent understanding of the issues facing the City, especially with respect to many proposed development projects. As a result, we believe we can offer the City cost effective and sound engineering advice which will best meet the City's long term needs. Reasons we would like to continue to serve as your City Engineer include:

1. To provide continuity for the many current development and City projects which are now underway. With the projected level of construction for this and subsequent summers, we feel that we can offer assistance which will supplement the work of City staff and be of considerable value to the City. Shown below is a partial listing of the projects which we are assisting the City with at this time.
2. To provide assistance to the City with upcoming projects for both the City and for those of private developers.
3. Working in Lafayette is fun. We enjoy working with the City Council, Planning Commission, staff at City Hall and the Public Works staff. The community is growing quickly which makes it challenging to balance the long term needs of the City with outside interests while staying within the City's financial resources.

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Mr. Ron Ross, Mayor  
City of Lafayette  
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The project listing below provides you with a good representation of some of the many projects with which we are now assisting the City.

1. **City Projects.**

- a. **Bluebird Spring Reconstruction.** We are preparing construction drawings for the reconstruction of the spring including a precast concrete sediment settling box which will be located about 60-80' below the spring. Once approved by the Oregon Health Division, we will provide assistance as requested by the City during the construction of the improvements.
- b. **Water Lead and Copper Testing Program.** Under the Health Division's requirements, the City must complete additional testing which meets the requirements of the Lead and Copper rules and then implement any equipment for treatment (typically pH adjustment) prior to January 1, 1998. Westech will work with both the City and the Health Division to develop a testing program and then based upon the results of the program design the needed improvements for construction by the City's contractor.
- c. **Sewer Master Plan.** Westech is in the process of preparing this document at this time.
- d. **Water Rights.** We are in the process of preparing water rights transfer documents for Well No 8.

2. **Development Projects.**

- a. **Gleawood Park PUD.** The City is waiting for the construction drawings to be submitted by the developer for review and approval by the City. We believe that it is unlikely that this project will be constructed this summer. Construction is more likely to occur during the 1998 construction season.
- b. **Hamilton Estates Addition.** Pittock Trading Corporation is not anticipating construction of the project this summer. However, under the terms of their approval for Hamilton Estates 3, they must construct the water line from Dumway Road to the east boundary of Hamilton Estates 2 in order to provide adequate water for fire protection. We received the construction drawings from Westlake, Pittock's engineer, this week and are now in the process of

June 5, 1997  
Mr. Ron Ross, Mayor  
City of Lafayette  
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reviewing these drawings and can provide limited inspection visits during construction as part of our ongoing services with Hamilton Estates III.

- c. Hamilton Estates 3. This project is now under construction. Westech is providing limited (about 2 times/week) inspection visits on this project. Westech will continue to provide services during the construction of this project.
- d. Turner Estates. We are now working with Randy Hubbard and the developer's engineer to review and approve the construction drawings for this 60 lot subdivision. In addition to the subdivision, the project also includes replacement of some off site sanitary sewers and replacement of the Wilson Street Pump Station. We have been working with the developer's engineer to provide design criteria and requirements for the pump station. Westech will assist the City with this project as requested through the end of the design phase and through construction.
- e. Abbey Heights (Casa). The project drawings for both the on and offsite improvements need to be reviewed and approved before any construction can begin. We are in the process of working with the developer's engineers to revise the construction drawings so that they are acceptable to the City. The project also includes an off site water main to the east of the project and replacement of the 4th Street Lift Station. We are working with Randy Hubbard to provide performance/design criteria for the pump station that the developer's engineer will use to facilitate the design process. It is our understanding that the developer desires to construct the project yet this construction season.
- f. Leard's Development Projects. Mr. Leard has two projects underway at this time. One is on Madison; the second is on Jefferson. Westech will assist the City on these projects as requested.
- g. Minor partitions. There is at least one minor partition in progress. We will assist the City with these as requested.

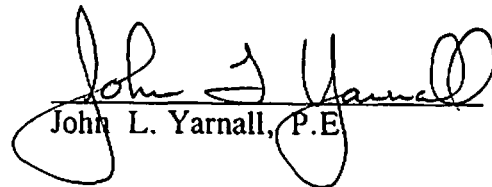
Nearly all of the work which we've provided the City during the past 18 months has been at our current hourly rates and on an as needed basis. A copy of our current hourly rate table is attached for your review. We propose to continue to provide similar services to the City and are hoping that the City will choose to extend Westech's term as your City

June 5, 1997  
Mr. Ron Ross, Mayor  
City of Lafayette  
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Engineer. We plan to attend the June 12, 1997 City Council meeting and will be happy to answer questions at that time. In the meantime, should you have any questions or require additional information, please do not hesitate to contact us at (503) 585-2474.

Sincerely,

**WESTECH ENGINEERING, INC.**

  
John L. Yarnall, P.E.

jly

enc.

**WESTECH ENGINEERING, INC.  
HOURLY BILLING RATES  
EFFECTIVE OCTOBER 1, 1996**

Engineer IX	\$80.00/hr.
Engineer VIII (Yarnall)	\$76.00/hr.
Engineer VII	\$70.00/hr.
Engineer VI	\$66.00/hr.
Engineer V	\$62.00/hr.
Engineer IV	\$60.00/hr.
Engineer III	\$54.00/hr.
Engineer II	\$50.00/hr.
Engineer I	\$46.00/hr.
Designer II	\$48.00/hr.
Designer I	\$44.00/hr.
Technician III	\$40.00/hr.
Technician II	\$36.00/hr.
Technician I	\$32.00/hr.
Secretary	\$34.00/hr.
Word Processor	\$32.00/hr.

Outside Services Cost Plus 10%

Mileage \$0.35 per Mile

Blueprints \$2.00/sheet

Photocopies \$0.10/page



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June 27, 1997

Ms. Donna May  
Interim City Administrator  
City of Lafayette  
P.O. Box 55  
Lafayette, Oregon 97127

RE: Continuation of City Engineering Services  
JO 1897.100.2

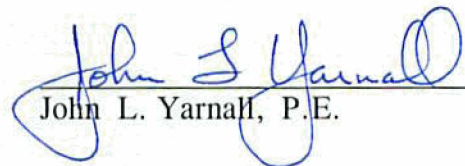
Dear Donna:

We are excited that the City Council decided at last night's meeting to have Westech Engineering continue to provide City Engineering services for the coming year. Please find attached two copies of our June 5, 1997 letter proposal to Mayor Ron Ross with a standard service agreement attached to the back. This is the same service agreement which the City executed 18 months ago when we were first retained by the City.

Please sign and date both copies and return one copy to our office. The second copy is for the City's records. We look forward to working with you and the rest of the City during the coming year. Should you have any questions or require further information, please do not hesitate to contact us at (503) 585-2474.

Sincerely,

**WESTECH ENGINEERING, INC.**

  
John L. Yarnall, P.E.

jly

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