

CITY OF NEWBERG
CONSULTANT SERVICES AGREEMENT AMENDMENT NO. 2
AUGUST 3, 2016

Project: Consulting Services

Consultant: Burrows Consulting Services

Summary of Proposed Changes:

1. **Work Involved:** Building Inspection Services
Plumbing Plan Review

2. **Cost Summary:**

Original contract amount: \$50.00 per hour Building Inspection Services as shown in Exhibit A.
Amendment No. 1: \$60 per hour Building Inspection Services as shown in Amendment No. 1.
This amendment: \$75.00 per hour Building Inspection Services and Plumbing Plan Review as shown in Amendment No. 2

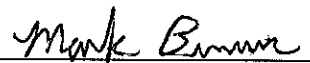
3. **Contract Time:**

This amendment does not affect the contract schedule.
This amendment is effective August 15, 2016.

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

ACCEPTANCE SIGNATURES:

BURROWS CONSULTING SERVICES, INC.



Mark Burrows
President

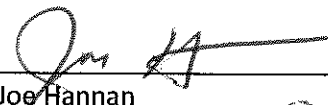
8-3-16

Date

CITY OF NEWBERG



Doug Rux
Community Development Director



Joe Hannan
City Manager

8-11-16

CITY OF NEWBERG
AGREEMENT WITH BURROWS CONSULTING SERVICES,
INC. TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 4 day of April, 2000 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Burrows Consulting Services, Inc.

2777 Toni St. N.E.

Albany, Oregon 97321

541-926-2131

(Phone)

541-926-3236 *OK*

(Fax)

Mark Burrows

541-990-3005 C

~~541-926-2131-03~~

hereinafter called **Consultant**.

541 917-2618 per **RECITALS:**

1. **City** has need for the services of a **Consultant** with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.
2. **City** has chosen the **Consultant** using Burrows Consulting Services, Inc.

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

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

The services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A."

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

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

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to

the **City** that the **Consultant** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure as follows in Exhibit "A":

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. If the **Consultant** sees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Consultant** shall obtain written permission from the **City** before exceeding the not-to-exceed fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to

INS. Form Req.

obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference:

This Agreement with Attached Exhibit A: Fee Schedule. Work is under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Consultant's Warranties:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and dully licensed to perform the work.

10. **Indemnity:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to the activities of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor:** **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance

thereof.

12. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Consultant**, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Consultant** will, at all times, carry a Comprehensive General Liability insurance policy for at least \$1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. If this policy is a "claims made" type policy, the policy type and company shall be approved by the **City** Manager prior to commencement of any work under this Agreement.

d) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The **City** has the right to reject any certificate for unacceptable coverage and/or companies.

14. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of Work Product:** All original documents prepared by **Consultant** in performance of this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible

Agreement with Burrows Contracting Services, Inc.
March 10, 2000
Page 3

records copies shall be provided to City at City's expense, upon request. City shall indemnify and hold harmless Consultant and Consultant's independent professional associates or Subconsultants from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

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

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

CONSULTANT

By: Burrows Consulting Services, Inc.

Name: Mark Burrows

Title: President

Date: 4-4-2000

CITY OF NEWBERG


By: Duane R. Cole

Name: Duane R. Cole

Title: City Manager

Date: March 27, 2000

Approved as to form:

 3/21/00
Terrence D. Mahr, City Attorney

Burrows Consulting Services **Exhibit A**

EXHIBIT A

Fees for services are to be paid to BCS by the jurisdiction as follows (jurisdiction to determine valuation and plan review fee):

- Building Official services- \$60.00 per hour
- Building inspection services- \$50.00 per hour
- Preliminary plan review - \$60.00 per hour
- Complete building plan review (structural, fire life safety, accessibility, and energy conservation per the current OSSC) - sixty percent (60%) of the total plan review fee collected by the jurisdiction.
- Structural plan review only - forty percent (40%) of the structural plan review fee collected by the jurisdiction.
- Fire and Life Safety plan review only as defined in OSSC Section 106.3.3.3 (includes alarm and automatic fire sprinkler systems - sixty percent (60%) of the fire and life safety plan review fee collected by the jurisdiction.
- Complete mechanical, plumbing and electrical plan review per the current Oregon Specialty Codes- \$55.00 per hour and not to exceed the plan review fee.
- One and Two Family Dwelling (CABO) plan review - sixty percent (60%) of the total plan review fee collected by the jurisdiction (mechanical, plumbing and electrical is not included).

Travel expenses are charged at \$50.00 per hour from the office of BCS to the jurisdiction and back. The jurisdiction will not incur a charge for mileage.

Plan review fees indicated above include the initial plan review and one recheck for each project. Additional rechecks to be billed at a rate of \$60.00 per hour.

Payment for plan review services may be negotiated if requested by the jurisdiction and agreed to by BCS on a project-by-project basis.

CITY OF NEWBERG
CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1
November 1, 2006

Project: Consulting Services
Consultant: Burrows Consulting Services, Inc.

Summary of Proposed Changes:

1. **Work Involved:** Building inspection services

2. **Cost Summary:**

Original contract amount: \$50.00 per hour as shown in exhibit A.
This amendment: \$60.00 per hour.

3. **Contract Time:**

This amendment does not affect the contract schedule.
This amendment is effective January 1, 2007.

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

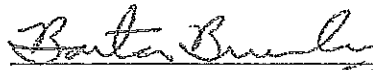
ACCEPTANCE SIGNATURES:

BURROWS CONSULTING SERVICES, INC. City of Newberg

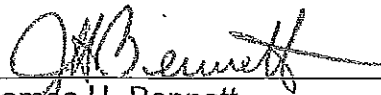


Mark Burrows
President

Date

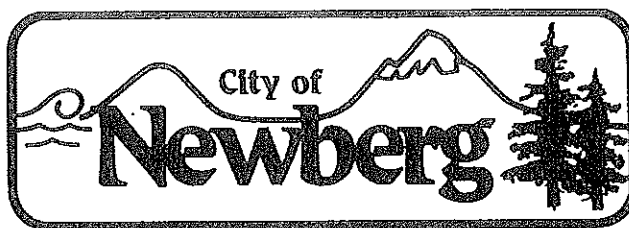


Barton Brierley
Planning and Building Director



James H. Bennett
City Manager

City of Newberg
414 E. First Street
P.O. Box 970
Newberg, OR 97132



City Manager
(503) 538-9421
(503) 537-5013 FAX

Planning and Building Department

P.O. Box 970 • 414 E. First Street • Newberg, Oregon 97132 • (503) 537-1240 • Fax: (503) 537-1272

November 21, 2006

Mark Burrows
Burrows Consulting Services Inc.
2777 Toni Street NE
Albany, OR 97321

Dear Mr. Burrows:

The contract has been amended from \$50.00 to \$60.00 per hour for building inspection services.
Please find the revised Amendment No. 1 enclosed for your signature.

Sincerely,

A handwritten signature in dark ink, appearing to read "Brooks Bateman", with a long horizontal flourish extending to the right.

Brooks Bateman
Building Official

Burrows Consulting Services, Inc.

October 25, 2006

Brooks Bateman
Building Official
City of Newberg
414 E First Street
Newberg, OR 97132

Dear Brooks,

The agreement for consulting services from Burrows Consulting to the City of Newberg indicates in Exhibit A that Burrows Consulting will receive \$50.00 per hour for inspection services. This contract was signed in April of 2000 and has not had any adjustments to the hourly rate to date. Due to the increased costs of doing business over the past several years, I am requesting the hourly rate to be adjusted from \$50.00 to \$60.00 effective January 1, 2007.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,



Mark Burrows