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CITY OF NEWBERG
CITY RECORDER INDEX NO.

1520

AGREEMENT

CITY OF NEWBERG

and

Thomas/Wright, INC.

September, 1996

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TASK ORDER NO. 1	10
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AGREEMENT
between
CITY OF NEWBERG
and
Thomas/Wright, Inc.
for
PROFESSIONAL ENGINEERING SERVICES

This **AGREEMENT** is made and entered into this 25th day of September, 1996 by and between the **CITY OF NEWBERG, OREGON**, 414 East First Street, Newberg, Oregon 97132, hereinafter referred to as "**CITY**", and **Thomas/Wright, Inc.**, 7190 SW Fir Loop, Tigard, Oregon 97223, hereinafter referred to as "**ENGINEER**", for engineering services for the project known as **Storm Sewer Master Plan Update** hereinafter called the "**PROJECT**".

RECITALS:

1. CITY has sent out Requests for Proposal (RFP) to do the PROJECT. ENGINEER responded to the RFP.
2. ENGINEER represents that it is an experienced engineering firm and can perform the services required for the PROJECT.
3. CITY wishes to employ ENGINEER to perform the services required for the PROJECT.

CITY and ENGINEER, in consideration of the mutual promises and covenants contained herein, agree as follows:

SECTION 1 - BASIC SERVICES

ENGINEER shall provide services specifically to CITY. ENGINEER's basic services and responsibilities are set out in Task Order 1, attached hereto and made a part of this Agreement, as if fully set forth herein.

SECTION 2 - ADDITIONAL SERVICES

Additional services, not covered in Section 1, shall be provided if authorized and confirmed in writing by CITY, and shall be paid for by the CITY as provided in this Agreement, in addition to compensation for basic services. If authorized by CITY, these additional services will be performed under additional Task Orders defining the services to be performed, time of performance and cost for each phase.

SECTION 3 - PAYMENTS TO ENGINEER

3.1 Payment Terms Defined

3.1.1 Labor Cost

Labor cost shall mean salary and wages at the time services are performed of personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, scientists, surveyors, designers, draftsmen, specification writers, estimators, steno, clerical and other technical personnel.

3.1.2 Reimbursable Expenses

Reimbursable expenses shall mean the actual expenses incurred directly in connection with the PROJECT, including, but not limited to subconsultant or subcontractor costs, transportation and subsistence incidental thereto, obtaining bids or proposals from Contractor(s), providing and maintaining field office facilities, including furnishings and utilities, subsistence and transportation of resident project representatives and their assistants, toll telephone calls, express mail and telegrams, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT related items. Computers, printers, plotters and CADD related equipment will be considered as overhead and not eligible as a reimbursable expense. Reimbursable expenses will include a 5% markup over ENGINEER's cost. Reimbursable expenses shall be approved in writing by CITY's representative to ensure that they are directly related to PROJECT and are not, as a matter of standard practice, part of general and administrative overhead. CITY's representative decision will be final.

3.1.3 Payment Terms Not to Exceed Figure

A "not to exceed" figure shall mean a figure that ENGINEER estimates is enough to pay for the ENGINEER services to accomplish the task requested by CITY. The figure shall not be exceeded except for unusual circumstances which could not be anticipated by ENGINEER. ENGINEER shall promptly notify the CITY if it anticipates that it will exceed the figure. ENGINEER will not exceed the figure without written approval of the CITY and any compensation due beyond the figure prior to written approval will be forfeited by ENGINEER and no claim for such compensation will be made. Any requests to exceed the figure shall state what were the circumstances that were unforeseen or unable to be taken into account when the "not to exceed" figure was derived.

3.2 Basis and Amount of Compensation for Basic Services

CITY agrees to pay ENGINEER for the services as enumerated on the basis of the Hourly Rate Schedule listed with Task Order 1 as total compensation for each hour an employee or ENGINEER works on the PROJECT. Reimbursable expenses will be paid in addition to ENGINEER's hourly compensation.

3.2.1 Monthly Payment

CITY agrees to pay ENGINEER monthly for the services enumerated in Section 1 and in any Task Orders executed under this Agreement.

3.2.2 Basis and Amount of Compensation for Additional Services

Compensation for additional services shall be on a basis to be agreed upon in writing at time of request for additional services. An estimate of the fee for additional services with a "not to exceed" figure will be made at the time of the additional services request.

3.3 Other Provisions Concerning Payments

3.3.1 Date Payment is Due

If CITY fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's statement, the amounts due ENGINEER will be increased at the rate of 1% per month from date the invoice becomes delinquent, and, in addition, ENGINEER may, after giving seven days' written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

3.3.2 Suspension of Project

If the PROJECT is suspended or abandoned in whole or in part for more than 90 days, ENGINEER shall be compensated for all services performed prior to receipt of written notice from the CITY of such suspension or abandonment, together with Reimbursable expenses then due.

3.3.3 Deletion of Disputed Items

CITY may temporarily delete any disputed items contained in ENGINEER's invoice, including items disputed due to lack of supporting documentation, and pay the remaining amount of the invoice. CITY shall promptly notify ENGINEER of the dispute and request clarification and/or remedial action. After any dispute has been settled, ENGINEER shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

3.3.4 Documentation of Costs and Expenses

Records of ENGINEER's direct labor costs and reimbursable expenses pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. ENGINEER will furnish documentation, records and other information in form sufficient to satisfy CITY's auditors upon request by CITY. Such costs and expenses shall not be due until documentation is furnished, if CITY requests documentation.

3.3.5 Payment for Services and Expenses Upon Termination

In the event of termination of this Agreement by either CITY or ENGINEER, ENGINEER shall be entitled to payment for services up to the time of termination, plus termination expenses. Termination expenses shall include labor and reimbursable expenses directly attributed to termination.

SECTION 4 - CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, CITY shall do the following in a timely manner:

4.1 City's Representative

The Community Development Director or designee shall act as CITY's representative with respect to services to be rendered under this Agreement and shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to ENGINEER's services for the PROJECT.

4.2 Provide Existing Data

Provide ENGINEER existing data, plans, reports and other information known to, in possession of, or under control of CITY which are relevant to the execution of ENGINEER's duties on the PROJECT. The CITY will provide base maps as directed by the Engineer.

4.3 Provide Standards

ENGINEER shall review all reports, specifications and documents furnished by the CITY. ENGINEER shall advise the CITY as to the technical accuracy and content of CITY furnished documents. The extent of the review shall be coordinated with CITY's representative. CITY agrees to bear total responsibilities for technical accuracy and content of CITY furnished documents that CITY requests be incorporated into the PROJECT.

4.4 Provide Access

Arrange for access to, and make all provisions for, ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.5 Examine Documents

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and/or other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as to not delay the services of ENGINEER.

4.6 Provide Surveying

Provide survey and field information in relation to existing storm sewer system as directed by the Engineer.

4.7 Provide Prompt Notice

Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any condition that affects the scope or timing of ENGINEER's services.

4.8 Approvals and Decisions

At no cost to ENGINEER, provide the above data and services and shall render approvals and decisions as is necessary for the orderly progress of ENGINEER's services.

SECTION 5 - PERIODS OF SERVICE

5.1 Generally

The rates of compensation for ENGINEER's services provided for in this Agreement have been calculated in anticipation for the orderly and continuous progress of the PROJECT through completion of the services contained herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of ENGINEER's services and any required extensions thereto. If specific periods of time for rendering such services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment, agreed to by both CITY and ENGINEER.

5.2 Period of Service

The tasks and services as outlined in Task Order 1 shall commence and terminate as indicated in Task Order 1. The tasks and services outlined in additional Task Orders shall commence and terminate as indicated within each Task Order.

5.3 Completion of Services

ENGINEER's services under each phase shall be considered complete at the earlier of: (1) the date when the submissions for that phase has been accepted by CITY; or (2) thirty days after the date when such submissions are deemed complete by CITY's representative. In each case, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the PROJECT shall be added to that particular phase.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Standard of Care

ENGINEER shall perform all services under this Agreement in a manner which is consistent with generally accepted standards of professional engineering practice.

6.2 Termination

6.2.1 Termination for Default

This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day period to correct any alleged failure after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

6.2.2 Termination for Convenience by City

This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by CITY for its convenience.

6.2.3 Engineer's Obligation Upon Termination

Upon any termination, ENGINEER shall: (1) promptly discontinue all services affected (unless a termination notice from CITY directs otherwise); and (2) upon full payment for services, deliver or otherwise make available to CITY all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process. All payments due ENGINEER at termination shall be made as provided in paragraph 3.3.5.

6.3 Opinions of Probable Construction Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER's Opinions of Probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances who are familiar with the construction industry. Therefore, ENGINEER cannot and does not guarantee that proposals or actual total project or construction costs will not vary from opinions of probable construction Costs prepared by ENGINEER.

6.4 Reuse of Documents

6.4.1 Liability for Reuse Without Written Verification

CITY may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT by CITY and others. Such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

6.4.2 Reports, Drawings and Specifications Prepared in electronic data format and Liability for Re-use
CITY will be permitted to retain copies of reports, drawings and specifications prepared in an electronic data format for the CITY's information in its use of the PROJECT and in a form compatible with the CITY's CADD and wordprocessing programs. Because information contained on computer discs and/or magnetic tapes can be unintentionally or otherwise modified by others besides ENGINEER, ENGINEER reserves the right to remove all indicia of ownership and/or involvement from the disc/magnetic tape provided to CITY. Original CADD data will be retained by ENGINEER. Any reuse by CITY or others without written verification or CADD adaptation by ENGINEER for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be mutually agreed upon by CITY and ENGINEER.

6.5 Insurance

6.5.1 Liability Insurance for Workers' Compensation and Employer's Liability Claims

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

6.5.2 Public Liability and Damage Insurance for Protection of City

ENGINEER shall maintain public liability and property damage insurance that protects the CITY and its officers, agents and employees from any and all claims, demands, actions and suits for damages to property or personal injury including death arising from the ENGINEER's work or ENGINEER's subcontractors work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence and \$500,000 for each occurrence involving property damage; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed upon municipalities of the State of Oregon during the term of this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents and employees. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the CITY.

6.5.3 Professional Liability Insurance

ENGINEER shall maintain professional liability insurance for protection against claims arising out of performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable.

6.5.4 Engineer's Certificate of Insurance

ENGINEER shall, upon request of the CITY, file and maintain with CITY a certificate of insurance

certifying the insurance coverage required under this Agreement. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain insurance coverage as provided under this Agreement shall be cause for immediate termination of this Agreement by the CITY.

6.5.5 Engineer's Liability to City

ENGINEER's liability to CITY for any cause or combination of causes is, in the aggregate, limited to an amount no greater than \$1,000,000.

6.6 Subcontracts

Any subcontractors and outside associates, or consultants, required by ENGINEER in connection with the services covered by this Agreement will be limited to such individuals, or firms, as were specifically identified and agreed to during the performance of the Agreement. Any substitution in such subcontractors, associates, or consultants will be subject to the prior written approval of CITY.

6.7 Controlling Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Oregon.

6.8 Successors and Assigns

6.8.1 Parties Bind Successors

The parties hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 6.8.2, their assigns, to the terms, conditions and covenants of this Agreement.

6.8.2 Nonassignment without Written Consent

Neither CITY nor ENGINEER shall assign, sublet or transfer any rights under, or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

6.8.3 Nonrelease Upon Assignment

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, subcontractors and consultants as ENGINEER may deem appropriate to assist in the performance of Services.

6.8.4 No Third Party Rights

Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and ENGINEER and not for the benefit of any other party.

6.9 Compliance With Laws

In connection with its activities under this Agreement, ENGINEER shall comply with all applicable federal, state and local laws and regulations.

6.10 Indemnification

ENGINEER shall hold harmless, defend and indemnify CITY and CITY's officers, agents and employees against all claims, demands, actions and suits (including all reasonable attorneys fees and costs) brought against any of them arising from ENGINEER's negligence, omissions or intentional misconduct arising from the work under this Agreement.

6.11 Construction Procedures

ENGINEER shall not manage, supervise, control or have charge of construction, nor shall ENGINEER implement or be responsible for health or safety procedures. ENGINEER shall not be responsible for the acts or omissions of contractors or other parties on the PROJECT and shall not be responsible for construction means, methods, techniques, sequences, or procedures, nor safety precautions or programs. ENGINEER's monitoring or review of portions of the Work performed under construction contracts shall not relieve the Contractor from its responsibility for performing the Work in accordance with applicable contract documents.

6.12 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change shall be authorized and signed in the same manner as this Agreement.

6.13 Notice

Any notice provided under this Agreement shall be sufficient if provided in duplicate, in writing, and delivered personally to the following address or deposited in the United States mail, postage prepaid, certified with return receipt requested, addressed to the following, or such other as receiving party thereof shall specify in writing.

CITY:

Chuck Liebert
Community Development Department
City of Newberg
414 East First Street
Newberg, OR 97132

ENGINEER:

Kathleen Thomas
Thomas/Wright, Inc.
7190 SW Fir Loop
Tigard, OR 97223

Terrence D. Mahr
City Attorney
414 E. First Street
Newberg, Oregon 97132

6.14 Severability and Waiver

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

6.15 Extent of Agreement

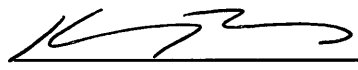
This Agreement, including all exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed or other form or document issued by CITY with respect to the PROJECT or ENGINEER's services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

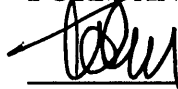
CITY OF NEWBERG

Thomas/Wright, INC.

 Date: 9/25/96
Duane R. Cole, City Manager
City Manager

 Date: 9-20-96
Kathleen Thomas
President

**APPROVED AS TO
FORM AND CONTENT:**

 Date: 9/25/96
Terrence D. Mahr, City Attorney

TASK ORDER NO. 1

RE: AGREEMENT to furnish engineering services for the project known as Storm Sewer Master Plan Update, dated September, 1996.

Upon execution of this Task Order by CITY and ENGINEER, this Task Order will serve as authorization for ENGINEER to carry out and complete the services as set forth below in accordance with the referenced AGREEMENT between the CITY OF NEWBERG and Thomas/Wright, Inc.

SECTION 1 - SCOPE OF ENGINEER SERVICES

- A. Update existing SWMM model to current version of SWMM and update land use changes since previous model was developed.
- B. Analyze alternatives for system improvements, using model.
- C. Prepare development standards for storm water systems.
- D. Prepare updated Storm Sewer Master Plan.

Estimated time of completion of these tasks is April 30, 1997.

SECTION 2 - COMPENSATION

As consideration for providing the services enumerated in SECTION 1 - SCOPE OF WORK of this TASK ORDER NO. 1, CITY shall pay ENGINEER in accordance with the referenced Agreement. The total fee for these Engineering Services shall not exceed \$65,000 without prior written approval from CITY.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 1 as of the day and year shown.

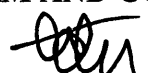
CITY OF NEWBERG

Thomas/Wright, Inc.

 Date: 9/25/1996
Duane R. Cole, City Manager
City Manager

 Date: 9-20-96
Kathleen Thomas
President

**APPROVED AS TO
FORM AND CONTENT:**

 Date: 9/25/96
Terrence D. Mahr, City Attorney

**CITY OF NEWBERG
STORM SEWER MASTER PLAN UPDATE
FEE SCHEDULE
JULY 1996**

<u>Staff</u>	<u>Rate</u>
Thomas/Wright, Inc.	
Kathleen Thomas, P.E.	\$95.00/hour
Robert Wright, P.E.	\$95.00/hour
Janet Corsale, P.E.	\$90.00/hour
Design Engineer	\$40.00-\$65.00/hour
Engineering Technician	\$30.00-\$45.00/hour
Party Chief	\$45.00-\$55.00/hour
Survey Technician	\$30.00-\$45.00/hour
Clerical	\$40.00-\$50.00/hour
AutoCAD	\$10.00/hour
Electronic Survey Equipment	\$25.00/hour
Vehicle Expense	\$.35/mile
Subconsultants	Cost plus 10%
Other Direct Expenses	At Cost

DATE (MM/DD/YY)
09/20/96

Thomas/Wright, Inc.
7190 S W Fir Loop
Tigard OR 97223-8070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A American States Insurance Co

COMPANY
COMPANY
COMPANY

RECEIVED
SEP 23 1996

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR OWNER'S & CONTRACTOR'S PROT ☒ WA Stop Gap	02WP0724231	12/01/95	12/01/96	GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS _____ _____	02WP0724231	12/01/95	12/01/96	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO _____ _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				WC STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

[illegible]

RE: Job No.: 1452.10, City of Newberg Storm Sewer Master Plan Update
Certificate Holder, its officers, agents and employees are Additional
Insureds on the General Liability, as respects Named Insureds operations on
the above project. CG7682 applies

CERTIFICATE HOLDER

NEWCI-1

City of Newberg
Community Development Dept.
Attn: Chuck Liebert
414 East First St.
Newberg OR 97132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dora R. Sher, CFC, EPEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**ADDITIONAL INSURED - OWNERS,
LESSEES OR CONTRACTORS
WITH ADDITIONAL INSURED
REQUIREMENT IN CONTRACT**

CG 76 82 03 96

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization for whom you are performing operations if you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The following exclusion is added to Paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I -

Coverages) and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages);

- B. The insurance with respect to such architects, engineers, or surveyors described in paragraph A above does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.