

**CITY OF NEWBERG  
AGREEMENT WITH IRS ENVIRONMENTAL OF OREGON, INC.  
TO PROVIDE ASBESTOS REMOVAL SERVICES  
TO THE CITY OF NEWBERG**

THIS CONTRACT is entered into this 8<sup>th</sup> day of September, 1999 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and IRS Environmental of Oregon, Inc., 755 SW Dennis Avenue, Hillsboro, OR 97123 (phone: 503/693-6388), hereinafter called **Contractor**.

**RECITAL**

1. City has need for the services of a contractor with particular training, ability, knowledge, expertise and experience possessed by **Contractor**.

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

1. **Scope of Work:** The **Contractor** agrees to provide the services provided in the Scope of Work outlined in **Contractor's** proposal, which is Exhibit "A" and attached hereto and incorporated by this reference. The **Contractor** represents and warrants to the **City** that the **Contractor** can perform the work outlined in the Scope of Work for the fee proposal amount.

2. **Compensation:** The **Contractor** agrees to perform the work for a not-to-exceed fee as indicated in the Scope of Work. The not-to-exceed figure is as follows:

\$22,865.00

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

3. **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 **Contractor** shall notify the **City** of such work, give an estimated fee amount, and obtain written instructions to proceed with work in the form of a contract amendment prior to proceeding with work and incurring any costs on

behalf of the **City**. If **Contractor** proceeds with work prior to obtaining permission and/or contract amendment, the **Contractor** waives any right to collect fees for work performed.

4. **Status:** **Contractor** is not currently employed by the **City**. The parties to this contract intend that the relationship between them created by this contract is that of an employer-independent contractor. No agent, employee, or servant of **Contractor** 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 contract; the manner and means of conducting the work are under the sole control of **Contractor**, 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.

5. **Work Performed:** The work to be performed by **Contractor** includes services generally performed by **Contractor** in his or her usual line of business.

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

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

8. **Federal Employment Status:** In the event any payment made pursuant to this contract is to be charged against federal funds, **Contractor** 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. **Hold Harmless:** **Contractor** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the negligent acts, errors, and omissions of the **Contractor**.

10. **Insurance:**

a) **Contractor**, its subcontractors, 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 contract, **Contractor** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Contractor** will at all times carry a Comprehensive General Liability insurance policy for at least \$1,000,000 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. The City of Newberg, 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.

d) **Contractor** shall furnish the **City** with Certificates of Insurance upon execution of contract. Such certificates of insurance evidencing any policies required by this contract 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.

11. **Indemnification:**

a) **Contractor** agrees to indemnify **City** for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of the **Contractor**, **Contractor's**

employees, affiliated corporations, and subcontractors in connection with the Project.

b) **City** agrees to indemnify **Contractor** for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of the **City**, its employees or contractors in connection with the Project.

12. **Employees' Taxes:** **Contractor** shall also defend, indemnify and hold harmless **City** against all liability and loss in connection with and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to **Contractor's** employees engaged in the performance of this contract.

13. **Termination:** This contract may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon 30 days written notice.

14. **Contract Duration:** Except as provided for under paragraph 3, the duration of this contract shall be in accordance with Exhibit "A" or until project completion, whichever comes first. This fact notwithstanding, the services of **Contractor** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A".

15. **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 contract as a whole without written consent of the other.

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.

17. **Additional Services:** If the project is materially changed, or if **City** desires other professional services not already included in this Agreement or not customarily furnished as part of the agreed upon services, then additional consideration shall be paid to **Contractor** which shall be subject to negotiation by both parties, however, such services shall be

Contract with CH2M HILL, Inc.

September 22, 1999

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furnished per the direct labor rate outlined in the professional fee proposal in the scope of work. Indirect labor costs and fixed fee shall be applied to the direct labor costs for these extra services in accordance with this agreement. The terms of this agreement shall apply to such additional services. In addition to the City signatory shown below, the City's Community Development Director is authorized to execute amendments to this agreement covering additional services.

18. **Documents:** All original documents prepared by **Contractor** in performance of this Professional Services Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies shall be provided to **City** at **City's** expense, upon request. Any reuse, change or alteration to original documents prepared by **Contractor** is not permitted without written verification or adaption by **Contractor**. **City** shall indemnify and hold harmless **Contractor** and **Contractor's** independent professional associates or consultants from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

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

**CONTRACTOR:**  
IRS ENVIRONMENTAL OF OREGON, INC.

By: 

Name: BRUCE KORUM

Title: President

Date: 9/23/99

**CITY OF NEWBERG:**

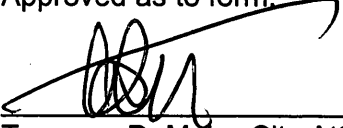
By: 

Name: Duane R. Cole

Title: City Manager

Date: Sept 29, 1999

Approved as to form:

  
Terrence D. Mahr, City Attorney



**OREGON-WASHINGTON**

755 S.W. DENNIS AVENUE • HILLSBORO, OREGON 97123  
(503) 693-6388 FAX (503) 693-7221

ASBESTOS • LEAD  
ENVIRONMENTAL  
SERVICES

CCB# 65530

**-EXHIBIT "A"-**

FAX (503) 225-0783

**PROPOSAL**

**August 20, 1999**

TO: DPR CONSTRUCTION, INC.  
ATTN: BRUCE REID

PROJECT: ASBESTOS ABATEMENT  
NEWBERG CITY HALL RENOVATION

IRS Environmental proposes to furnish all materials and perform all labor necessary to complete the following:

1. **BASE BID:** Removal of all asbestos materials as indicated in scope of work and Addendum Number 1 dated August 18, 1999. Includes additional mobilization to complete window removal.

**TOTAL \$14,215.00**

2. **ALTERNATE:** Removal and disposal of approximately 5000 sq.ft. of sheetrock from walls and ceilings in basement.

**TOTAL \$8650.00**

♦ All above costs include Prevailing Wages as required by BOLI.

♦ Price includes all permits, fees, disposal and air monitoring required by State and Federal Agencies.

Work will be completed by Oregon Certified Asbestos Workers and a Certified Supervisor will be on site at all times. All rules and regulations pertaining to the safe removal of asbestos will be complied to at all times.

SUBMITTED BY: IRS ENVIRONMENTAL OF OREGON, INC.

Bruce Korum

DATED: 8-20-99

BRUCE KORUM

D.E.Q. Permit FSC525/Contractor License 65530

You are hereby authorized to furnish all materials and labor required to complete the work in the above proposal, for which \_\_\_\_\_ agrees to pay the amount mentioned in said proposal. Full amount due within thirty (30) days from date of invoice (1-1/2% service charge on balance after 30 days).

ACCEPTED BY: Mark Cole

DATED: Sept. 29, 1999