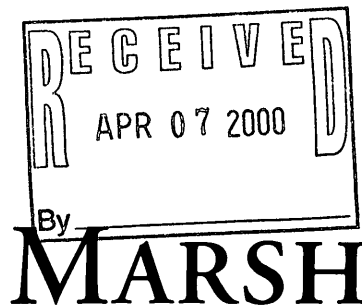


Jason Campbell

Marsh USA Inc.
111 Southwest Columbia
Portland, OR 97201-5897
503 248 6518 Fax: 503 227 5944
jason_m._campbell@sedgus.com



April 5, 2000

Certificate Holder

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1721

Subject: PBS Environmental Building

To Whom It May Concern:

Enclosed is an *original* certificate of insurance for the captioned Insured evidencing coverage for the policy term of April 1, 2000 to April 1, 2001. This certificate *replaces* and *renews* any previously issued certificates.

When proof of insurance is no longer required kindly return this original certificate to our office for cancellation.

Should you have any questions, do not hesitate to call our office.

Best Regard,

Jason Campbell
Insurance Assistant

Enclosure

→ Dawn
4.10.00
Pls file in your City
Hall Remodel file. Thaux.
—Kc

An **MMC** Company

**CITY OF NEWBERG
AGREEMENT WITH PBS ENVIRONMENTAL
TO PROVIDE CITY HALL UNDERPINNING MONITORING CONSULTING SERVICES
TO THE CITY OF NEWBERG**

THIS CONTRACT is entered into this 22nd day of December, 1999 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

PBS Environmental
1220 SW Morrison, Ste 600
Portland, OR 97205
(Phone: 503/248-1939) (Fax: 503/248-0223)

hereinafter called **Consultant**.

RECITAL

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

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

1. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is contained in its letter to the **City** dated December 15, 1999, a copy of which is labeled 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.

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

\$20,330.

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 maximum 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.

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

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4. **Status:** **Consultant** 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 **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 contract; 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.

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6. **Taxes:** **Consultant** 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 **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue

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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.

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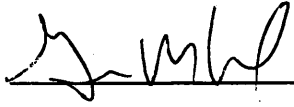
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

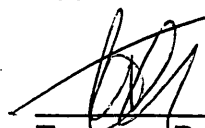
CONSULTANT

By: 
Name: GUY NOAN
Title: PRINCIPAL ENGINEER
Date: 2-7-00

CITY OF NEWBERG

By: 
Name: Duane R. Cole
Title: CITY Manager
Date: Feb. 16, 2000

Approved as to form:


Terrence D. Mahr, City Attorney



December 15, 1999

Attn: Mike Soderquist
City of Newberg
PO Box 970
Newberg, Oregon
97132

**PROPOSAL FOR GEOTECHNICAL DESIGN AND MONITORING
NEWBERG CITY HALL EXPANSION
NEWBERG, OREGON**

Dear Mr. Soderquist:

We are pleased to submit this proposal for a geotechnical design and construction monitoring for the above-referenced project. This proposal presents our understanding of the current project conditions and the foundation underpinning design currently being installed.

PROPOSED SCOPE OF SERVICES

PBS is/will provide the following scope of services for the ongoing design and installation of foundation stabilization/support at the City Hall project.

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Review of and comments on pile/shoring plan as proposed by DPR Construction for the west wall of the new City Hall expansion. This task has been previously completed under your verbal approval and at the request of SERA Architects.

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Assist in the development of a plan for temporary shoring and underpinning of the 'C' line of the existing City Hall west wall. This task has been previously completed under your verbal approval and at the request of SERA Architects.

ENGINEERING AND ENVIRONMENTAL SOLUTIONS

1220 SW Morrison Street, Suite 600 Portland, OR 97205 503/248-1939 Fax 503/248-0223

BEND EUGENE PORTLAND SEATTLE TRI-CITIES VANCOUVER

Mike Soderquist
Re: Shoring/Underpinning at City Hall
December 13, 1999
Page 2

Task 3 - Anchor Installation & Load Test Monitoring

PBS will monitor the installation of the temporary shoring and underpinning system and subsequent load testing to monitor compliance with the design plans and specifications. We will observe the installation of each anchor and subsequent load testing. This activity is currently ongoing.

ESTIMATED FEE

Our services will be provided on a Time and Materials as indicated below:

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Geotechnical Engineer (32 hours @ \$65/hr)	\$2,080
Sr. Geotechnical Engineer (4 hours @ \$85/hr)	340
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Total Task 1 \$2,670

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Task 3 - Anchor Installation Monitoring

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Monitoring Technician (200 hours @ \$45/hr)	9,000
Overtime Allowance	1,000
Reimbursables (Mileage, Copies, etc.) Allowance	600

Total Task 3 \$11,630

ESTIMATED TOTAL \$20,330

The estimated fee and the terms under which our services are provided will be in accordance with: the attached "General Terms and Conditions for Professional Services (6/99) and this proposal comprise the entire agreement between the parties. The Terms and Conditions may not be changed without the prior written consent of the parties.

SCHEDULE

We have completed Tasks 1 & 2 and Task 3 is currently ongoing. We anticipate that installation of the shoring/underpinning system will be completed in approximately 2 weeks from the date of this letter. The actual schedule of the Contractor will dictate the full extent of our services. We will notify you if additional monitoring costs will be necessary beyond the amount stated above.

Mike Soderquist
Re: Shoring/Underpinning at City Hall
December 13, 1999
Page 3

Please indicate acceptance of this Agreement by returning a signed copy of this proposal; if you issue another form of authorizing document please incorporate/attach this proposal. We appreciate this opportunity to submit our proposal to you and look forward to your favorable consideration. If you have any questions or wish to discuss further the scope of work or cost, please contact me.

Sincerely,



Guy M. Neal, P.E.
Principal Engineer

ACCEPTED BY:



Name (Please Print)



Signature

Reviewed By: _____

Attachments: General Terms and Conditions for Professional Services (6/99)

PBS ENVIRONMENTAL
("PBS")

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Attached to and part of our letter agreement to client outlining our specific scope of services:

The purpose of these General Terms and Conditions is to identify basic contractual obligations of PBS and Client for various professional consulting services, whereby PBS would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services to be provided as a supplement to this agreement.

1. **RATE SCHEDULE:** Fees for services are based on the number of hours expended on the project, including travel, by PBS personnel plus any reimbursable expenses.

	<u>Regular Rate</u>		<u>Regular Rate</u>
1. Principal	\$110.00	8. Project Engineer/Geologist	\$ 65.00
2. Sr. Environmental/Civil Engineer	95.00	9. Field Engineer/Scientist	60.00
3. Sr. Geotechnical/Soils Engineer	85.00	10. Industrial Hygienist/Inspector	60.00
4. Sr. Industrial Hygienist/Toxicologist	85.00	11. Testing Technician	45.00
5. Sr. Hydrogeologist/Ecologist	85.00	12. CAD/GIS Mapping	45.00
6. Project Manager	75.00	13. Administrative Support	39.00
7. Computer Programmer	75.00		

- * Note: Personnel in Categories 8, 9, and 10 will charge time exceeding eight hours per day and weekends at 1.25% of the regular hourly rate. Court and arbitration time will be charged at two times above rates.

2. **REIMBURSABLE EXPENSES:**

- A. **Outside Services.** Subcontracted services such as subconsultants, labor, and technical services will be invoiced at cost plus 15 percent. Examples of services which may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, and computer programming..
- B. **Supplies.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long-distance and wireless telephone calls will be invoiced at cost plus 10%.
- C. **Equipment.** Certain PBS-owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at our standard rates without markup (rates available upon request). Current vehicle mileage rate is \$0.35 per mile, the photocopying rate is \$0.15 per copy, the photograph rate is \$1.00 per photo; these rates are subject to change without notice.
- D. **Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. We maintain a list of standard rates for sample analysis commonly utilized in conjunction with our services (available upon request)

3. **RIGHT OF ENTRY:** Unless otherwise agreed, the Client will furnish PBS right-of-entry on real property and be responsible for the propriety of the time, place, and manner of our entry upon the real property where we are to perform our services. PBS will take reasonable precautions to minimize damage to the real property from use of equipment, but have not included in the fee the cost of restoration, unless specifically included in our scope of work. If the Client desires PBS to restore the real property to its approximate former condition, we will accomplish this and add the cost plus 15 percent to our fee.
4. **BURIED UTILITIES:** PBS's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated utility location. PBS's field personnel will avoid hazards or utilities which are observed by them at the site. If PBS is advised in writing of the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. PBS is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require 48 hours to 2 full working days advance notice.
5. **WORKER'S COMPENSATION INSURANCE:** PBS will provide worker's compensation insurance (and/or employer's liability insurance) as required by state statutes.
6. **LIABILITY INSURANCE:** PBS carries comprehensive general liability insurance which, subject to its terms and limits, may provide protection against liability arising out of bodily injury or property damage arising out of PBS's operations. PBS makes no representations or warranties concerning the effect, applicability or scope of such insurance. Upon request in writing by Client to PBS, PBS will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. PBS makes no representations or warranties regarding any act by its insurer(s), and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.

**CITY OF NEWBERG
AGREEMENT WITH PBS ENVIRONMENTAL
TO PROVIDE CITY HALL UNDERPINNING MONITORING CONSULTING SERVICES
TO THE CITY OF NEWBERG**

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Portland, OR 97205
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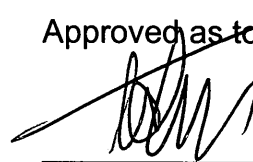
CONSULTANT

By: 
Name: GUY NORE, PE
Title: Principal Engineer
Date: 2-7-00

CITY OF NEWBERG

By: 
Name: Duane R Cole
Title: City Manager
Date: Feb. 16, 2000

Approved as to form:


Terrence D. Mahr, City Attorney



December 15, 1999

Attn: Mike Soderquist
City of Newberg
PO Box 970
Newberg, Oregon
97132

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Mike Soderquist
Re: Shoring/Underpinning at City Hall
December 13, 1999
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The estimated fee and the terms under which our services are provided will be in accordance with: the attached "General Terms and Conditions for Professional Services (6/99) and this proposal comprise the entire agreement between the parties. The Terms and Conditions may not be changed without the prior written consent of the parties.

SCHEDULE

We have completed Tasks 1 & 2 and Task 3 is currently ongoing. We anticipate that installation of the shoring/underpinning system will be completed in approximately 2 weeks from the date of this letter. The actual schedule of the Contractor will dictate the full extent of our services. We will notify you if additional monitoring costs will be necessary beyond the amount stated above.

Mike Soderquist
Re: Shoring/Underpinning at City Hall
December 13, 1999
Page 3

Please indicate acceptance of this Agreement by returning a signed copy of this proposal; if you issue another form of authorizing document please incorporate/attach this proposal. We appreciate this opportunity to submit our proposal to you and look forward to your favorable consideration. If you have any questions or wish to discuss further the scope of work or cost, please contact me.

Sincerely,



Guy M. Neal, P.E.
Principal Engineer

ACCEPTED BY:



Name (Please Print)



Signature

Reviewed By: _____

Attachments: General Terms and Conditions for Professional Services (6/99)

PBS ENVIRONMENTAL
("PBS")

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Attached to and part of our letter agreement to client outlining our specific scope of services:

The purpose of these General Terms and Conditions is to identify basic contractual obligations of PBS and Client for various professional consulting services, whereby PBS would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services to be provided as a supplement to this agreement.

1. **RATE SCHEDULE:** Fees for services are based on the number of hours expended on the project, including travel, by PBS personnel plus any reimbursable expenses.

	<u>Regular Rate</u>		<u>Regular Rate</u>
1. Principal	\$110.00	8. Project Engineer/Geologist	\$ 65.00
2. Sr. Environmental/Civil Engineer	95.00	9. Field Engineer/Scientist	60.00
3. Sr. Geotechnical/Soils Engineer	85.00	10. Industrial Hygienist/Inspector	60.00
4. Sr. Industrial Hygienist/Toxicologist	85.00	11. Testing Technician	45.00
5. Sr. Hydrogeologist/Ecologist	85.00	12. CAD/GIS Mapping	45.00
6. Project Manager	75.00	13. Administrative Support	39.00
7. Computer Programmer	75.00		

* Note: Personnel in Categories 8, 9, and 10 will charge time exceeding eight hours per day and weekends at 1.25% of the regular hourly rate. Court and arbitration time will be charged at two times above rates.

2. **REIMBURSABLE EXPENSES:**

- A. **Outside Services.** Subcontracted services such as subconsultants, labor, and technical services will be invoiced at cost plus 15 percent. Examples of services which may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, and computer programming..
- B. **Supplies.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long-distance and wireless telephone calls will be invoiced at cost plus 10%.
- C. **Equipment.** Certain PBS-owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at our standard rates without markup (rates available upon request). Current vehicle mileage rate is \$0.35 per mile, the photocopying rate is \$0.15 per copy, the photograph rate is \$1.00 per photo; these rates are subject to change without notice.
- D. **Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. We maintain a list of standard rates for sample analysis commonly utilized in conjunction with our services (available upon request)

3. **RIGHT OF ENTRY:** Unless otherwise agreed, the Client will furnish PBS right-of-entry on real property and be responsible for the propriety of the time, place, and manner of our entry upon the real property where we are to perform our services. PBS will take reasonable precautions to minimize damage to the real property from use of equipment, but have not included in the fee the cost of restoration, unless specifically included in our scope of work. If the Client desires PBS to restore the real property to its approximate former condition, we will accomplish this and add the cost plus 15 percent to our fee.
4. **BURIED UTILITIES:** PBS's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated utility location. PBS's field personnel will avoid hazards or utilities which are observed by them at the site. If PBS is advised in writing of the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. PBS is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require 48 hours to 2 full working days advance notice.
5. **WORKER'S COMPENSATION INSURANCE:** PBS will provide worker's compensation insurance (and/or employer's liability insurance) as required by state statutes.
6. **LIABILITY INSURANCE:** PBS carries comprehensive general liability insurance which, subject to its terms and limits, may provide protection against liability arising out of bodily injury or property damage arising out of PBS's operations. PBS makes no representations or warranties concerning the effect, applicability or scope of such insurance. Upon request in writing by Client to PBS, PBS will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. PBS makes no representations or warranties regarding any act by its insurer(s), and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.

7. **PROFESSIONAL LIABILITY AND LIMITATION THEREOF:** This paragraph relates only to Professional Liability and not General Liability. In performing our professional services, we will use that standard of care and skill ordinarily recognized under similar circumstances by members of our profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with our rendering of professional services.
8. **CONTRACTED WORK:** PBS, including its subconsultants, are retained hereunder for the limited purpose of performing certain environmental surveys, providing the results of such surveys to client, and making recommendations with respect to the data produced by the surveys. PBS is not responsible for the overall environmental status of Client's project, for the interpretation of the survey results by others, for any use of its reports by Client or others except as specifically set forth herein, or for any other matter not encompassed in the specific assignment given to PBS by Client. Any unauthorized use or distribution of PBS' work shall be at the Client and recipients sole risk. If Client desires to release, or for PBS to provide, our report(s) to a third party not described above for that party's reliance, PBS will agree to such a release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this agreement. The Client shall indemnify, defend and hold harmless PBS and its subconsultants from any claims, damages, costs losses and expenses, including but not limited to attorney fees and costs on arbitration, trial or appeal arising out of unauthorized or third party use of PBS's reports.
9. **SAMPLES:** All samples will be discarded 30 days after submission of our final report unless other arrangements are made.
10. **PAYMENTS TO CONSULTANT:** Invoices will be submitted periodically for prior services. An account will become delinquent thirty days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1-1/2%) for each thirty days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which our office submitting the invoice is located).
11. **OTHER PROVISIONS:** Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Waivers by either party of any provision, term, condition or covenant, shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party by providing written notice. This agreement supersedes any contract language which may be issued by client as a matter of standard purchasing protocol without regard the unique nature of professional services.

An opinion of construction, remediation and restoration costs prepared by PBS represents our judgement as a professional. Since we have no control over the cost of labor and material, or over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that PBS, in performing professional services for the Client with respect to hazardous substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment. It is understood that PBS is not the generator or site operator and does not own the hazardous waste discovered, handled or removed from the owner's property. Client agrees under advice from client's counsel to timely disclosure to appropriate public agencies as required by law; any information that may be necessary to prevent damage to human health, safety, or the environment. Client agrees that PBS and its consultants are not responsible for the creation of the condition(s) PBS is being asked to investigate and that it would be unfair for PBS to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that PBS's failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate and mutually agreed upon techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold PBS liable for creating the condition(s) or the spread of the condition(s) providing PBS meets a reasonable standard of care and/or as described by supplemental proposal. Accordingly, Client Waives any resulting claims against PBS and its consultants, and agrees to defend, indemnify and hold harmless PBS and its consultants from any and all claims or liability for injury or loss arising from the creation of the original condition(s) or the unintentional exacerbation of the original condition(s) by PBS, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition and/or allowing any condition to exist. Client also agrees to fairly compensate PBS and its consultants for any time spent and expenses incurred in the defense of any such claim.

PBS does not provide legal opinions, and recommends client seek legal counsel for advise on issues such as the appropriateness of a particular scope of work to minimize legal liability, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this agreement.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs on trial or appeal. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity.

This agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, PBS shall be entitled to its portion of fees for any work performed in accordance with the above rate schedule