CITY OF NEWBERG
CITY RECORDER INDEX NO. 1722

CITY OF NEWBERG

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

THIS AGREEMENT is entered into this 12th day of April, 2000, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

Jeddeloh, Hays, Inc. - Consulting Engineers
(Consultant's name)
3420 SW Macadam Avenue
Portland, OR 97201
(Address)
(503) 223-7799
(Phone)

hereinafter called **Consultant**.

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** by Requesting Proposals from four consulting firms. One firm proposed, using two of the others as Subconsultants. A Committee was convened to review and rate the proposal, scope of work and requested fee. The Committee responded that the proposal was reasonable in all respects and should be accepted, contingent on the negotiation of an acceptable contract.

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.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on August 31, 2001, whichever date occurs first. This fact not withstanding, 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 breach 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 30 days written notice.

Upon termination of this Agreement by either the **City** or the **Consultant**, the **City** shall pay the **Consultant** for the work done through the date of termination except in the case where termination is for material breach.

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 Exhibit "B", Compensation. The not-to-exceed figure is as follows:

$ 139,000.00

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.

The Consultant shall submit invoices as the project phases, described in Exhibit "A" are completed. The City shall pay invoices within 30 days of receipt.

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 obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed. Except in the case of **City**-declared emergencies, **Consultant** shall obtain written permission from **City** before exceeding the fee. If **City** does not grant its permission to proceed with the estimated charges for such work, then **Consultant** shall not be obligated to perform any such work and **City** waives any claims against **Consultant** arising out of or related to **Consultant's** not proceeding with such work.

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

This Agreement with attached Exhibits, the proposal of the **Consultant** and the Request for Proposal.
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:**

a) **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suites, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to negligence or willful misconduct of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

b) **City** shall defend, indemnify and hold harmless **Consultant** from and against all liability or loss and against all claims, suites, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to negligence or willful misconduct of the **City**, its agents, employees or contractors in connection with the project.

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 sub-consultants, 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. **Sub-Consultants:** This Agreement is based on the distribution of work between **Consultant** and its Sub-Consultants set forth in Exhibit "A". The Sub-Consultants shall not be changed without written consent of City.

As an agreed upon condition precedent, this Agreement shall be subject to **Consultant**'s obtaining signed Agreements with all the subconsultants it will use to perform this Agreement.

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 Agreement as a whole without written consent of the other.

16. **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 records copies shall be provided to **City**, upon request, including digital files of text and drawings. **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.

17. **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.

18. **Project Managers:** **City's** Project Manager is Robert Bielman, City of Newberg, P. O. Box 970, Newberg, OR 97132, (503) 537-1211. **Consultant's** Project Manager is Shelley Griffith, Jeddeloh, Hays, Inc., 3420 SW Macadam Avenue, Portland, OR, 97201, (503) 223-7799. Each party shall give the other written notification of any change in project manager. All correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the correspondence or notice is intended. Whenever this Agreement requires the consent of a party, the project manager or the project manager's designee must give the consent in writing.

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

CONSULTANT

By: Edward Hays

Name: Edward Hays

Title: President

Date: 12 Apr 00

CITY OF NEWBERG

By: Duane R. Cole

Name: Duane R. Cole

Title: City Manager

Date: April 17, 2000

Approved as to form:

Terrence D. Mahr

Terrence D. Mahr, City Attorney

- EXHIBIT "A" -
SCOPE OF WORK
Wastewater Treatment Composter Odor Control System and Site Modifications

PROJECT OBJECTIVE

The City of Newberg receives complaints from the community about odors at its Wastewater Treatment Plant. In response to these complaints, the City retained Fluid Solutions to conduct an odor characterization study. This study found that over 80 percent of the plant's odor emissions result from the on-site composting process. The compost cure piles are the largest odor source, followed by the compost reactors.

Based on these findings, the City retained Fluid Solutions to prepare a preliminary design report. This report presented cost-effective methods for reducing odors in the composting process, including:

- Operational and low-cost capital modifications to the process to reduce odor emissions; and
- The addition of odor-control biofilters for the cure piles and compost area. According to Brown and Caldwell, biofilters represent the best available odor-reduction technology, balancing performance and economic considerations.

The purpose of this project is to implement the pre-design recommendations, within the City's budget for odor reduction at the plant, as defined in the pre-design report authored by Tracy D. Cork, P.E., Fluid Solutions, Inc., dated April, 1999 and modified by the May 21, 1999 letter, also authored by Mr. Cork. Design responsibility is assigned as follows:

- Biofilter Odor Control Process Implementation: Brown and Caldwell.
- Structural/Civil/Architectural Design: Jeddeloh, Hays, Inc.
- Mechanical Implementation other than Biofilters: Jeddeloh, Hays, Inc.
- Electrical and Instrumentation Design: Jeddeloh, Hays, Inc. and Informative Controls Company.
- Project Quality Assurance: Fluid Solutions.

The scope of work includes review of the pre-design recommendations. Modifications to the design item descriptions presented below may be made to improve designs, but the City, Jeddeloh, Hays, Inc., Brown and Caldwell and Fluid Solutions must agree to the modifications prior to the modifications being made.

DESIGN ITEMS

Cure Area Improvements

Cure Building

- Pre-engineered metal building: preliminary size is 3 bays, approximately 75' x 25'-7" each, 5,850 sq. ft., 20' eave height.
- Allow for construction of future bays.

- No siding except skirt to cover roof framing and Blower Room, include option for full siding in building design and construction cost.
- Blower Room: Approximately 20'-6" x 32'-0", 660 sq. ft., 12' eave height, enclosed with roll-up door, two blowers for the Cure Building and one for the Cure Area biofilter pending review by Brown and Caldwell.
- No permanent push walls, provide anchorage for movable precast concrete barriers.
- Concrete foundation: footings and floor slab.
- Aeration trenches in floor running length of each bay.
- Access walkway on west side of building.
- Column protection, as required.
- Lighting: interior and exterior.
- Fire protection or sprinklers probably not required. Dependent on final occupancy classification for compost storage.
- Drainage routed to existing drainage system.

Sawdust Storage Canopy

- Pre-engineered metal canopy: preliminary size is one bay, approximately 60> x 60', 3,600 sq. ft., 20' eave height.
- No siding except skirt to cover roof framing, include option for full siding in building design and construction cost.
- No permanent push walls, provide anchorage for movable precast concrete barriers.
- Independently supported structure pending review of existing building drawings, provide seismic joints at other structures with flashing to make area watertight.
- Concrete foundation: footings and floor slab.
- Column protection, as required.
- Lighting interior and exterior, similar to Cure Building.
- Fire protection or sprinklers not required due to canopy size and access all around.
- Drainage routed to existing drainage system.

Mixing Area Improvements

Ventilation Improvements

- Check adequacy of Control Room AC.
- Add blower and modify ductwork to send odorous air to biofilter.

Prevent Stalling of Sawdust Conveyor

- Size new motor and speed reducer.

Compost Reactor Modifications

New roll-up doors in tunnel reactors

- Door schedule and specifications.

Addition of flow measurement on pressure and vacuum blowers for each reactor

- Instrumentation specification.
- Show changes on existing P&ID.

Additional piping to provide ventilation of the reactor head spaces

- Connect 7 of 14 sample ports to existing vacuum blower.

Coat Reactor A with a heavy-duty polyurethane material

- Investigate coatings and provide specification.

Odor Control Systems

Compost Area Biofilter

- Preliminary size is three concrete cells, approximately 16' x 38' each, 3'-6" high, removable precast panels at one end, pending review by Brown and Caldwell.
- Allow for future expansion.
- Preliminary air distribution system is perforated pipe embedded in gravel above membrane liner in sand bed, pending review by Brown and Caldwell.
- Biofilter media specification.
- Wet scrubber tower to operate on water only: tank data sheet, controls, mechanical equipment, as required.
- Drip irrigation system on timer.
- Monitoring system integrated into existing TI operating system.
- Manual control system with remote monitoring.

Cure Area Biofilter

- Preliminary size is two concrete cells, approximately 9' x 18' each, 3'-6" high, removable precast panels at one end, pending review by Brown and Caldwell.
- Allow for future expansion.
- Preliminary air distribution system is perforated pipe embedded in gravel above membrane liner in sand bed, pending review by Brown and Caldwell.
- Biofilter media specification.
- Wet scrubber tower to operate on water only: tank data sheet, controls, mechanical equipment, as required.
- Drip irrigation system on timer.
- Monitoring system integrated into existing TI operating system.
- Manual control system with remote monitoring.

TASK LIST

Design Services

General

- Review existing drawings and field verify conditions.
- Prepare drawings using Autodesk AutoCAD Release 14 with 11 x 17 sheet size and Jeddeloh, Hays, Inc. drafting and CAD standards.

- Prepare written documents using Corel WordPerfect7 7 and QuattroPro7 7 for administrative documents and Microsoft WORD 97 and EXCEL 97 for technical specifications and manuals, with 8-1/2 x 11 or 11 x 17 sheet sizes, as appropriate.
- Prepare construction cost estimate and update as design progresses.
- Prepare construction specifications.
- Prepare Operations and Maintenance (O & M) manual.
- Perform quality assurance and constructability reviews as design progresses.
- Provide drawings, specifications and calculations as needed for submittal to approving agencies.
- Develop construction sequence to allow the modifications to be implemented while maintaining the functionality of the composting operation.

Structural/Civil/Architectural

- Finalize Cure Building and Sawdust Storage Canopy sizes, occupancy classifications, locations, framing, and architectural specifications.
- Prepare Cure Building and Sawdust Storage Canopy specifications, plans and elevations. Submit to pre-engineered metal building manufacturers for budget costs and preliminary design loads. Review information provided and determine reactions for foundation design.
- Design Cure Building and Sawdust Storage Canopy foundations based on reactions from pre-engineered metal building manufacturers and soil information in existing report. Check designs when final buildings selected.
- Detail Cure Building aeration trenches.
- Detail Cure Building access walkway.
- Specify Blower Room and Compost Reactor roll-up doors.
- Detail movable precast concrete barrier anchorage.
- Detail building column protection.
- Design Compost Area and Cure Area biofilter concrete cells.
- Detail site drainage modifications and pavement restorations.
- Determine landscaping requirements. Provide the City with a site plan so that they may design landscaping. Transfer their markups to the Landscape Plan and include it in the drawing package.

Odor Control

- Finalize Compost Area and Cure Area odor control processes and biofilter and scrubber tower sizes.
- Design biofilter piping and ductwork and specify materials.
- Specify biofilter bed materials, geomembrane, and media.
- Specify drip irrigation system.
- Specify blowers and other mechanical equipment, as required.

Mechanical

- Prepare tank data sheets for odor control scrubber towers.
- Provide process information for odor control P&IDs.
- Specify Mixing Area sawdust conveyor modifications.
- Check adequacy of Control Room AC.
- Specify Mixing Area blower.
- Prepare equipment mounting details.

- Design Mixing Area ductwork and specify materials.
- Design piping for reactor head spaces and specify materials.
- Investigate reactor coatings and prepare specification.

Electrical and Instrumentation

- Determine adequacy of power supply and MCC requirements.
- Review grounding grid and determine tie-ins.
- Specify instrumentation for reactor blower flow and biofilter monitoring.
- Integrate new instrumentation into existing plant operating system.
- Specify manual motor starters and control valves.
- Provide instrumentation and control information for odor control P&IDs.
- Provide markups to existing Compost Reactor P&ID for new flow measurement on blowers.
- Prepare one-line diagram.
- Perform coordination study.
- Design interior and exterior lighting and prepare panel schedule.
- Prepare MCC layout.
- Prepare point-to-point diagrams for cable and conduit routing.

Attend Design Review Meetings

- Periodic design reviews with Project Manager and design team members, as appropriate.

Prepare Design Submittals

- 30% Design: Drawings and specifications in progress, construction cost estimate, O & M Manual outline.
- 70% O &M Manual: O & M Manual in progress.
- 90% Design: Drawings and specifications in progress, revised construction cost estimate.
- 100% Design: Completed drawings and specifications, final construction cost estimate, completed O & M Manual.
- Provide documents for agency reviews.

Provide Bidding Assistance

- Provide O & M Manual synopsis for bidders.
- Provide technical assistance.
- Prepare addenda, as required.
- Attend pre-bid conference.
- Evaluate contractor bids for completeness and performance capabilities.

Provide Construction Assistance

- Review submittals.
- Provide change order technical assistance.
- Review change orders.
- Attend construction meetings, as requested.
- Prepare as-built drawings and specifications, including modifications to project AutoCAD drawings and markups of existing plant drawings, as required.
- Revise O & M Manual, as required.

Prepare Construction Submittals

- 90% Construction: O & M Manual familiarization training session for plant personnel.
- Job Completion: As-built drawings and specifications.

Provide Start-Up Assistance

- Provide on-site start-up assistance and training of plant personnel.
- Submit final Operations and Maintenance Manual.

Services Not Included

- Surveying.
- Underground utilities location.
- Underground utilities rerouting.
- Soils report or geotechnical consultation.
- Right-of-way services.
- General requirements for bidders.
- Licensed Architect.
- Licensed Landscape Architect.
- New paving for Finish Area, located southeast of Compost Reactors.
- Power study and upgrade if existing supply is insufficient.
- Plant water upgrade if existing supply is insufficient.
- Leachate pumping station for biofilters.
- Activated carbon or chemical feed for scrubbers and biofilters.
- Building permit and other agency submittals and fees.

PROJECT PHASES

Phase	Description
1	30% Design Submittal
2	70% O & M Manual Submittal
3	90% Design Submittal
4	100% Design Submittal
5	Bidding Assistance
6	Construction Assistance
7	Start-Up Assistance

SCHEDULE

Signed Agreements, Commence Work	April 18, 2000
30% Design Submittal	May I2, 2000
70% O & M Manual Submittal	June 16, 2000
90% Design Submittal	June 26, 2000
100% Design Submittal	July 14, 2000
Bidding Assistance	July 18– August 29, 2000
Construction Assistance	October 95, 2000 – June 29, 2001
Start-Up Assistance	July 2 – August 15, 2001

This schedule is based on the assumption that the Prime Agreement and all Subconsultant Agreements will be signed by April 18, 2000. If the time for agreement signing is extended beyond that date, then the schedule will be extended in relation to the actual signing date with the same time periods between submittals as presented above.

- EXHIBIT "B" -
COMPENSATION

For the Scope of Work described in Exhibit A, **City** agrees to pay **Consultant** a **Lump Sum** fee of $139,000, as follows:

Design Services:($121,000)	
Phase 1	$ 40,000
Phase 2	$ 25,000
Phase 3	$ 25,000
Phase 4	$ 31,000
Bidding Assistance:	$ 2,000
Construction Assistance:	$ 8,000
Start-Up Assistance:	$ 8,000
Total	$139,000

- EXHIBIT "C" -
LABOR RATES

Name	Category	Hourly Rate
Shelley Griffith	JHI Project Manager	$98.00
Ed Hays	JHI Principal	$112.00
Kevin Harris	JHI Chief Structural Engineer	$105.00
Dave Bergman	JHI Senior Mechanical Engineer	$98.00
Hal Shaw	JHI Senior Control Systems Engineer	$98.00
Noell Price	JHI Senior Electrical Engineer	$98.00
James Trnka	JHI Senior Electrical Designer	$84.00
	JHI Senior Discipline Designers	$84.00
	JHI CAD Drafter	$63.00
	JHI Administrative	$42.00
Tracy Cork	Fluid Solutions Senior Process Engineer	$85.00
Bill Meloy	Brown and Caldwell Senior Reviewer	$142.00
Philip Wolstenholme	Brown and Caldwell Senior Process Engineer	$142.00
	Brown and Caldwell Project Engineer	$65.00
	Brown and Caldwell Designer	$89.00
Rick Inglin	ICC Senior Electrical Engineer	$85.00

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 04/12/00

PRODUCER
YOST INSURANCE CENTER
948 NE 102ND SUITE 103
PORTLAND OR
97220

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.

INSURED
JEDDELOH HAYS, INC
PRECISION ALIGNMENT
3420 SW MACADAM
PORTLAND OR 97201

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	AMERICAN STATES
COMPANY LETTER	B	FRONTIER BONDING
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

ORIGINAL

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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR. OWNER'S & CONTRACTOR'S PROT.	01-CE-884283-1	01/10/00	01/10/01	GENERAL AGGREGATE PRODUCTS-COMP/OP AGGR. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$ 2,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 100,000 $ 5,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS GARAGE LIABILITY	02-CC-983744-1	01/10/00	01/10/01	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1,000,000 $ $ $
A	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	01-SU-270130-10	01/10/00	01/10/01	EACH OCCURENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	02-WC-592231-10	01/10/00	01/10/01	X STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $ 500,000 $ 500,000 $ 500,000
B	OTHER	LPM 4030740	03/22/00	03/22/01	BOND	$15,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
ADDING CERTIFICATE HOLDER AS ADDITIONAL INSURED.

PER CG 7635

CERTIFICATE HOLDER
CITY OF NEWBERG, COMMUNITY
DEVELOPMENT OFFICE
PO BOX 970
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

© ACORD CORPORATION 1988

INSURANCE BINDER

ISSUE DATE (MM/DD/YY): 02/18/2000

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER
GURNSEY & ASSOCIATES
P.O. BOX 33258
10 S.E. 102ND AVE.
PORTLAND OR 97292-3258

CODE 0970144 SUB-CODE

INSURED
JEDDELOH HAYS, INC.

3420 SW MACADAM
PORTLAND OR 97201

COMPANY: LEXINGTON INDURANCE CO

BINDER NO.: MS6212

EFFECTIVE DATE	TIME			EXPIRATION DATE	TIME	
02/16/2000	12:01	X	AM	05/16/2000	X	12:01AM
			PM			NOON

X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO: NEW

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
INCEPTION DATE: 02/16/00
EXPIRATION DATE: 02/16/01

POLICY NUMBER: 6471958

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
		AMOUNT	DEDUCTIBLE	COINSUR.
PROPERTY CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☐ SPEC.				
GENERAL LIABILITY: ☐ COMMERCIAL GENERAL LIABILITY; ☐ CLAIMS MADE ☐ OCCUR; ☐ OWNER'S & CONTRACTOR'S PROT.	RETRO DATE FOR CLAIMS MADE:	GENERAL AGGREGATE $		
		PRODUCTS — COMP/OP AGG. $		
		PERSONAL & ADV. INJURY $		
		EACH OCCURRENCE $		
		FIRE DAMAGE (Any one fire) $		
		MED. EXPENSE (Any one person) $		
AUTOMOBILE LIABILITY: ☐ ANY AUTO; ☐ ALL OWNED AUTOS; ☐ SCHEDULED AUTOS; ☐ HIRED AUTOS; ☐ NON-OWNED AUTOS; ☐ GARAGE LIABILITY	This is evidence of insurance procured and developed under the oregon surplus line laws. It is not covered by the provisions of ORS 734.510 to 734.710 relating to the oregon insurance guaranty association. If the insurer issuing this insurance becomes insolvent, the oregon insurance guaranty association has no obligation to pay claims under this evidence of insurance."	COMBINED SINGLE LIMIT $		
		BODILY INJURY (Per person) $		
		BODILY INJURY (Per accident) $		
		PROPERTY DAMAGE $		
		MEDICAL PAYMENTS $		
		PERSONAL INJURY PROT. $		
		UNINSURED MOTORIST $		
		$		
AUTO PHYSICAL DAMAGE DEDUCTIBLE: ☐ COLLISION: ☐ OTHER THAN COL:	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT $		
		OTHER		
EXCESS LIABILITY: ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE $		
		AGGREGATE $		
		SELF-INSURED RETENTION $		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		STATUTORY LIMITS		
		EACH ACCIDENT $		
		DISEASE-POLICY LIMIT $		
		DISEASE-EACH EMPLOYEE $		

SPECIAL CONDITIONS/OTHER COVERAGES
ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY
LIMIT: $1,000,000 EA OCC/$2,000,000 AGG

NAME & ADDRESS

☐ MORTGAGEE ☐ LOSS PAYEE

☐ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE

Shawn Buer

75-S (7/90)