

CITY OF NEWBERG
AGREEMENT WITH CRANE AND MERSETH
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 29th day of NOVEMBER, 2000 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and ~~Crane and Merseeth~~ SUZANNE CRANE ENGINEERING, INC.
6566 SE Lake Road, Suite D
Milwaukie, Oregon 97222-2138
503-654-2005 Fax: 503-654-2575

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** using the Request for Proposals process.
3. **Consultant** agrees that Sue McDonald will be the assigned person to provide these services throughout the duration of the project.

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 on May 20, 2001 or at the time the construction project is completed (whichever comes first). This fact notwithstanding, the services of **Consultant** shall be authorized by a written Notice to Proceed and paid on a monthly 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.

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Proposal 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 Proposal for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for an hourly fee as indicated in their professional fee proposal. The hourly rate is as follows:

Regular Rate: \$44.00 per hour
Overtime Rate: 1.3 times the regular rate

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 amount 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 fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Proposal:**

If **City** requests or requires work to be done not within the Proposal 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.

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

11. Independent Contractor: **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested

only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

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

13. Insurance:

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

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

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

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

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

15. Ownership of Work Product: All original documents prepared by **Consultant** in performance of

this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies shall be provided to **City** at **City's** expense, upon request. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or **Subconsultants** from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

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

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

CONSULTANT

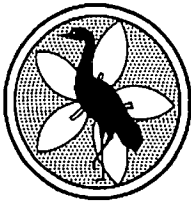
By: ~~Crane and Merseth~~ SUZANNE CRAWFORD ENGINEERING, INC.
Name: Suzanne P. Crane
Title: President
Date: 11/29/2000

CITY OF NEWBERG

By: Duane R. Cole
Name: Duane R. Cole
Title: City Manager
Date: Nov. 30, 2000

Approved as to form:

Terrence D. Mahr
Terrence D. Mahr, City Attorney



Crane & Merseth Engineering/Surveying

6566 S.E. Lake Road, Suite D • Milwaukie, OR 97222-2138 • Phone: (503) 654-2005 • Fax: (503) 654-2575

November 1, 2000

Mike Soderquist, PE
Director, Community Development Department
City of Newberg
PO Box 970
Newberg, OR 97132

RE: Request for Engineering Services
Waterline Replacement Inspection

Dear Mr. Soderquist,

I am pleased to offer the services of Sue McDonald for inspection of the Highway 99W Waterline Replacement Project. Sue has significant experience in constructing municipal facilities. A resume for Sue McDonald is attached for your review. She is available immediately and is committed to staying with the project through its completion.

You will note that most of her experience is in installation of underground utilities. Her recent experience includes inspection of two large force mains for the City of Portland. These were the Fanno Creek force main which was constructed using HDPE and portions of the Inverness Force Main using concrete cylinder pipe. While the majority of her experience is in sanitary and storm sewer installation, we believe that this experience translates easily to waterline installation as well. She is especially strong in utility work in streets and highways. Her work history also includes time as a field technician performing compliance testing for soils and aggregate placement. She is well familiar with ODOT, AASHTO, and ASTM specifications.

We know that this project, with its high visibility, impact on local residents and commercial establishments, and tight time schedule will require an inspector who can work closely with city staff and citizens to manage the project's impact on their daily lives. Sue has proven abilities in these areas.

I appreciate the offer of office space and use of the phone and copy facilities in the City's building. This will obviously save inspection costs and make communication with city staff and make management of the project record files much more efficient. In light of this, our proposed hourly rate for Sue McDonald is \$ 44/hour with an overtime rate of 1.3 times the regular rate. We will not invoice the City for travel time to and from the City nor will the project incur charges for the inspector's vehicle mileage.



As a certified WBE/DBE firm in Oregon, we are always looking for opportunities to place qualified women in positions that best utilize their skills in the engineering and construction industry.

If you have interest in Sue and wish to interview her, please let me know and I can arrange a meeting. We look forward to the opportunity to provide inspection services to the City of Newberg for this project.

Sincerely,
Crane & Merseth Engineering/Surveying

A handwritten signature in cursive script that reads "Suzanne T. Crane". The signature is written in dark ink and is positioned above the printed name.

Suzanne T. Crane, PE/PLS

Sue McDonald

Construction Inspector

Education & Professional Affiliations

Diploma, Orofino High School
A.S., Engineering Treasure Valley Community College, 1982
Project Manager and Inspector Training Program (City of Portland)
ACI Concrete Technician
Troxler/Campbell Densometer
HazMat 40 Hours Refresher, 1999
Confined Space Entry, 1998
Trench Safety, 1998
10 Hour OSHA Training
First Aid/CPR, 1998
Certificate of Familiarization, Socket Fusion and Butt Fusion, 1996

Employment History (Firm/Location/Title/Date)

CMTS, Inc./Portland, OR/Construction Inspector/1995-2000
Cross Continental Engineering/Portland, OR/Construction Inspector/1993-1995
Unified Sewerage Agency/Hillsboro, OR/Construction Inspector/1991-1993
Carlson Testing/Tigard, OR/Construction Technician/1990-1991
Smith Emery Co./Los Angeles, CA/Construction Technician/1988-1990

Qualifications

Ms. McDonald has over 13 years of comprehensive construction experience in quality control and compliance of both federal and state regulations in the underground utility construction industry. Her expertise includes inspections of underground utility projects (storm and sanitary sewers installations and rehabs) as well as transportation projects rock, asphalt pavement and concrete pavement). Ms. McDonald is also proficient in her knowledge of soils, aggregate, asphalt and concrete testing in accordance with ASTM, AASHTO and ODOT specifications.

Crane & Merseth Engineering/Surveying, October, 2000 - Present

Ms. McDonald recently joined Crane & Merseth Engineering/Surveying as an engineering technician/inspector.

CMTS-City of Portland, 1995 - September, 2000

Ms. McDonald served as a Construction Inspector on public works construction projects throughout the city of Portland. She provided inspection services for installation of a large concrete cylinder force main serving the Inverness Pump Station flows and installation of the HDPE Fanno Creek force main. She also inspected the rehabilitation of existing storm and sanitary sewers using pipe bursting, pipe pulling, Insituform lining and open cut methods.

During this time she also inspected and documented the installation of new storm and sanitary sewer installations along with the service lateral installations. Ms. McDonald ensured adherence by the contractor to applicable codes and specifications for workmanship and materials and served as the liaison between the client and contractor. She was responsible for investigating drainage problems and provided recommendations for corrective action required. Ms. McDonald also updated as-built drawings, prepared progress pay estimates from field measurements, computations and project documentation, performed reconciliation of pay estimate quantities in preparation for final payment, and checked the work of other inspectors for accuracy, proper work methods and techniques.

Cross Continental Engineering, 1993 - 1995

Ms. McDonald served as a Public Works Inspector responsible for the inspections of existing storm and sanitary sewer rehabilitation and the installation of new storm and sanitary sewer systems along with the service lateral installations. She inspected and supervised the proper placement and compaction of foundation stabilization, backfill, base rock and asphalt and concrete pavement. Drainage problems were investigated and Ms. McDonald provided recommendations for resolutions. As the liaison between the client and contractor, she provided interpretation and direction to the contractor regarding discrepancies or omissions in the plans or specifications as she reviewed and monitored work for adherence to applicable codes and specifications for workmanship and materials.

Unified Sewerage Agency, 1991 - 1993

Ms. McDonald worked as a Construction Inspector on 12" and smaller storm and sanitary sewer installations and investigated drainage problems and provided problem resolutions. She was responsible for enforcing erosion control requirements in subdivision and single family dwelling construction and playing integral part of initial Erosion Control Program when incorporated by Washington County.

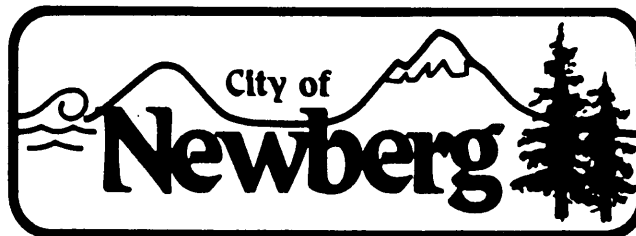
Carlson Testing, 1990 - 1991

Ms. McDonald served as a Construction Technician and performed field and laboratory testing in accordance with ASTM, AASHTO and ODOT specifications in the areas of soils, aggregate, asphalt and concrete. She inspected various projects for compliance to codes and specifications and provided concise reports for analysis and interpretation of materials tested.

Smith Emery Co., 1988 - 1990

Ms. McDonald was the Construction Inspection Technician responsible for production of plans and location drawings in accordance with standard procedures clarifying work to be performed. She reviewed and implemented standard plans and specifications such as site grading and utility drawings; inspected foundation construction, including shallow foundations, caissons, bored friction piles and driven pilings. She also ensured proper placement and testing of lime-soil and cement-soil mixture.

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



City Manager
(503) 538-9421

(503) 537-5013 FAX

Community Development Office

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

REQUEST FOR PROPOSAL

Provide Engineering (Project Observation) Services for the Highway 99W Water Line Replacement Project

The City of Newberg wishes to retain an engineering firm to provide an experienced construction observer to undertake the full-time observation of the City's Highway 99W Water Line Replacement Project. The construction work, to be conducted by W.A. Jones Company, is expected to commence in about two weeks and be completed by the end of April, 2001 (more or less). It will involve the replacement of an existing water line with about two miles of new ductile iron pipe, the diameter of which will range from twelve inches to six inches. The existing line lies under or adjacent to Highway 99W, a State Highway. The new line will be moved to the north, away from the proposed new travel lanes which the Oregon Department of Transportation (ODOT) will install as part of their "Highway 99W Brutscher-to-Main" project, scheduled to begin in late spring of 2001 and to last for three years.

The individual proposed should have significant experience with projects similar in scope and size to the Newberg project. He/she should be available to work in the field/office in Newberg 40 hours per week throughout the duration of the project. Office space will be provided in the Newberg City Hall. Since the City will be providing office space and office support, we expect the successful firm to charge the City a rate which does not include the normal full mark-up that would be charged, were he/she working out of the firm's office. Commute travel time and mileage will not be reimbursed; the individual will be encouraged (but not required) to relocate his/her residence to Newberg for the duration of the project.

Your response should include a resumé of the individual's professional qualifications and experience, employment history and education. It also should quote an hourly rate. Also, please indicate any special conditions that your firm would require of the City in this relationship. The City's Standard Professional Services Agreement (copy enclosed) will be utilized; any deviations from this agreement will be negotiated individually by the consultant and the City.

Please e-mail your letter proposal to: soderqm@ci.newberg.or.us by 4:00 p.m., **Monday, November 6, 2000**, and send the original to the following address, **postmarked** no later than **November 6**. Thank you for your consideration of this request.

City of Newberg
Attn: Mike Soderquist
Community Development Director
P.O. Box 970
414 E. First Street
Newberg, Oregon 97132
(503) 537-1240 Fax: (503) 537-5013

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CONSULTANT

CITY OF NEWBERG

By: ~~Crane and Merseth~~ SUZANNE CRANE ENGINEERING, INC.

By: Duane R. Cole

Name: Suzanne P. Crane

Name: Duane R. Cole

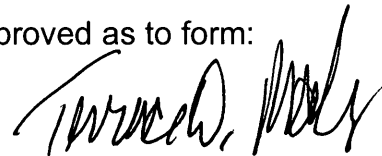
Title: President

Title: City Manager

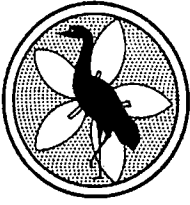
Date: 11/29/2000

Date: Nov. 30, 2000

Approved as to form:



Terrence D. Mahr, City Attorney



Crane & Merseith Engineering/Surveying

6566 S.E. Lake Road, Suite D • Milwaukie, OR 97222-2138 • Phone: (503) 654-2005 • Fax: (503) 654-2575

November 1, 2000

Mike Soderquist, PE
Director, Community Development Department
City of Newberg
PO Box 970
Newberg, OR 97132

RE: Request for Engineering Services
Waterline Replacement Inspection

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Suzanne T. Crane, PE/PLS

Sue McDonald

Construction Inspector

Education & Professional Affiliations

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Unified Sewerage Agency/Hillsboro, OR/Construction Inspector/1991-1993
Carlson Testing/Tigard, OR/Construction Technician/1990-1991
Smith Emery Co./Los Angeles, CA/Construction Technician/1988-1990

Qualifications

Ms. McDonald has over 13 years of comprehensive construction experience in quality control and compliance of both federal and state regulations in the underground utility construction industry. Her expertise includes inspections of underground utility projects (storm and sanitary sewers installations and rehabs) as well as transportation projects rock, asphalt pavement and concrete pavement). Ms. McDonald is also proficient in her knowledge of soils, aggregate, asphalt and concrete testing in accordance with ASTM, AASHTO and ODOT specifications.

Crane & Merseth Engineering/Surveying, October, 2000 - Present

Ms. McDonald recently joined Crane & Merseth Engineering/Surveying as an engineering technician/inspector.

CMTS-City of Portland, 1995 - September, 2000

Ms. McDonald served as a Construction Inspector on public works construction projects throughout the city of Portland. She provided inspection services for installation of a large concrete cylinder force main serving the Inverness Pump Station flows and installation of the HDPE Fanno Creek force main. She also inspected the rehabilitation of existing storm and sanitary sewers using pipe bursting, pipe pulling, Insituform lining and open cut methods.

During this time she also inspected and documented the installation of new storm and sanitary sewer installations along with the service lateral installations. Ms. McDonald ensured adherence by the contractor to applicable codes and specifications for workmanship and materials and served as the liaison between the client and contractor. She was responsible for investigating drainage problems and provided recommendations for corrective action required. Ms. McDonald also updated as-built drawings, prepared progress pay estimates from field measurements, computations and project documentation, performed reconciliation of pay estimate quantities in preparation for final payment, and checked the work of other inspectors for accuracy, proper work methods and techniques.

Cross Continental Engineering, 1993 - 1995

Ms. McDonald served as a Public Works Inspector responsible for the inspections of existing storm and sanitary sewer rehabilitation and the installation of new storm and sanitary sewer systems along with the service lateral installations. She inspected and supervised the proper placement and compaction of foundation stabilization, backfill, base rock and asphalt and concrete pavement. Drainage problems were investigated and Ms. McDonald provided recommendations for resolutions. As the liaison between the client and contractor, she provided interpretation and direction to the contractor regarding discrepancies or omissions in the plans or specifications as she reviewed and monitored work for adherence to applicable codes and specifications for workmanship and materials.

Unified Sewerage Agency, 1991 - 1993

Ms. McDonald worked as a Construction Inspector on 12" and smaller storm and sanitary sewer installations and investigated drainage problems and provided problem resolutions. She was responsible for enforcing erosion control requirements in subdivision and single family dwelling construction and playing integral part of initial Erosion Control Program when incorporated by Washington County.

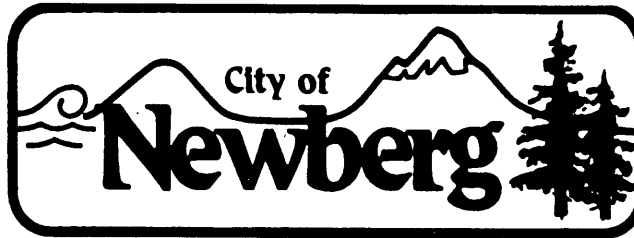
Carlson Testing, 1990 - 1991

Ms. McDonald served as a Construction Technician and performed field and laboratory testing in accordance with ASTM, AASHTO and ODOT specifications in the areas of soils, aggregate, asphalt and concrete. She inspected various projects for compliance to codes and specifications and provided concise reports for analysis and interpretation of materials tested.

Smith Emery Co., 1988 - 1990

Ms. McDonald was the Construction Inspection Technician responsible for production of plans and location drawings in accordance with standard procedures clarifying work to be performed. She reviewed and implemented standard plans and specifications such as site grading and utility drawings; inspected foundation construction, including shallow foundations, caissons, bored friction piles and driven pilings. She also ensured proper placement and testing of lime-soil and cement-soil mixture.

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



City Manager
(503) 538-9421

(503) 537-5013 FAX

Community Development Office

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

REQUEST FOR PROPOSAL

Provide Engineering (Project Observation) Services for the Highway 99W Water Line Replacement Project

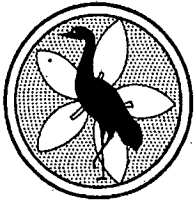
The City of Newberg wishes to retain an engineering firm to provide an experienced construction observer to undertake the full-time observation of the City's Highway 99W Water Line Replacement Project. The construction work, to be conducted by W.A. Jones Company, is expected to commence in about two weeks and be completed by the end of April, 2001 (more or less). It will involve the replacement of an existing water line with about two miles of new ductile iron pipe, the diameter of which will range from twelve inches to six inches. The existing line lies under or adjacent to Highway 99W, a State Highway. The new line will be moved to the north, away from the proposed new travel lanes which the Oregon Department of Transportation (ODOT) will install as part of their "Highway 99W Brutscher-to-Main" project, scheduled to begin in late spring of 2001 and to last for three years.

The individual proposed should have significant experience with projects similar in scope and size to the Newberg project. He/she should be available to work in the field/office in Newberg 40 hours per week throughout the duration of the project. Office space will be provided in the Newberg City Hall. Since the City will be providing office space and office support, we expect the successful firm to charge the City a rate which does not include the normal full mark-up that would be charged, were he/she working out of the firm's office. Commute travel time and mileage will not be reimbursed; the individual will be encouraged (but not required) to relocate his/her residence to Newberg for the duration of the project.

Your response should include a resumé of the individual's professional qualifications and experience, employment history and education. It also should quote an hourly rate. Also, please indicate any special conditions that your firm would require of the City in this relationship. The City's Standard Professional Services Agreement (copy enclosed) will be utilized; any deviations from this agreement will be negotiated individually by the consultant and the City.

Please e-mail your letter proposal to: soderqm@ci.newberg.or.us by 4:00 p.m., **Monday, November 6, 2000**, and send the original to the following address, **postmarked** no later than **November 6**. Thank you for your consideration of this request.

City of Newberg
Attn: Mike Soderquist
Community Development Director
P.O. Box 970
414 E. First Street
Newberg, Oregon 97132
(503) 537-1240 Fax: (503) 537-5013

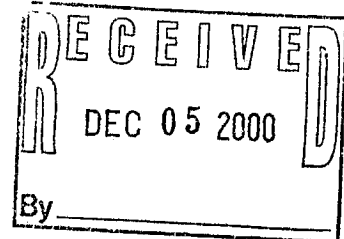


Crane & Merseth Engineering/Surveying

6566 S.E. Lake Road, Suite D • Milwaukie, OR 97222-2138 • Phone: (503) 654-2005 • Fax: (503) 654-2575

December 1, 2000

Mike Soderquist, PE
Community Development Director
City of Newberg
PO Box 970
Newberg, OR 97132



RE: Corporate Name

Dear Mike,

Sorry for the confusion on our business name. Even though our "official" corporate name is Suzanne Crane Engineering, Inc., we also have a registered dba name of Crane & Merseth Engineering/Surveying. We try to have all contracts signed under the former name but sometimes Crane & Merseth Engineering/Surveying is used in lieu of it.

Attached is a copy of the assumed business name registration with the Secretary of State for your files. Please contact me if you have any questions.

Sincerely,
Crane & Merseth Engineering/Surveying

Suzanne Crane, PE/PLS
President

Attachment



STATE OF OREGON

Office of the Secretary of State Corporation Division

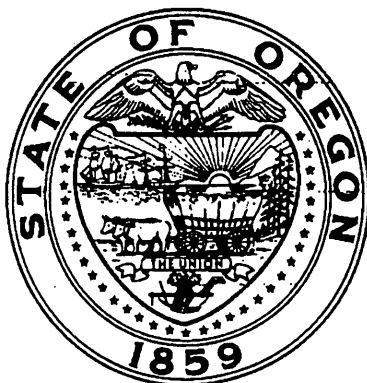
I, *Janet Sullivan*, Director of the Corporation Division,
DO HEREBY CERTIFY:

CRANE & MERSETH ENGINEERING/SURVEYING
an Assumed Business Name, was registered on
June 21, 1994

The registration is active on the records of the Corporation
Division as of the date of this certificate for all counties.

I further certify that the registrant is:

SUZANNE CRANE ENGINEERING
12042 SE Sunnyside Rd Ste 604
Clackamas, OR 97015



Janet Sullivan
Director

BY

DATE *July 25, 1994*