

#1820

CITY OF NEWBERG
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1
April 24, 2002

Project: Mountainview Drive Visual Barrier

Consultant: C. L. Youngman, Inc.

Summary of Proposed Changes:

1. Work Involved:

Design and construction observation of visual barrier. Added research for gate in scope of work.

2. Cost Summary:

Original contract amount:	\$11,600.00
Net change by previous amendments:	\$0.00
Previous total:	\$11,600.00
This amendment:	\$575.00
Amended contract amount:	\$12,175.00

3. Contract Time:

The original services agreement included construction phase services. However, the construction of the visual barrier did not occur until March and April of 2002. This Amendment is to extend the original services agreement to May 22, 2002.

All other provisions of the professional services agreement remain in force.

ACCEPTANCE SIGNATURES:

C. L. Youngman, Inc.

 7-25-02

Greg Locke Date
General Manager

City of Newberg



Mike Soderquist, P.E., P.L.S., DEE
Community Development Director



Terrence D. Mahr
City Manager Pro Tem

CITY OF NEWBERG
AGREEMENT WITH C. L. YOUNGMAN, INC.
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 27th day of March, 2001 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and C. L. Youngman, Inc.

1375 Liberty Street SE
Salem, OR 97302-4245
Phone (503) 364-8207
Fax (503) 364-0735

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 Minimum Three Quotes method. Two out of four firms responded and C. L. Youngman, Inc. provided the lowest price and did not limit the choice of visual barrier.

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 July 16, 2001, whichever date occurs first. This fact notwithstanding, the services of **Consultant** shall be authorized and paid as described in Exhibit "A". *Construction plans and documents* shall be completed and delivered to the City on or prior to April 23, 2001.

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 a 30-day written notice.

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 the Scope of Work. The not-to-exceed figure is as follows:

\$11,600.00

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 not-to-exceed 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 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.

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

This Agreement with attached Exhibits, (Exhibit "A" - the proposal of the **Consultant**; and Exhibit "B" - background information). 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 indemnify, defend, save and hold harmless **City** from Professional Liability claims, as described in (b) and all other liability claims as described in (a).

(a) Claims other than Professional Liability.

Consultant shall indemnify, defend, save, and hold harmless **City** and the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of

Consultant or its Sub-consultants, subcontractors, agents, or employees under this Agreement.

(b) Claims for Professional Liability.

Consultant shall indemnify, defend, save, and hold harmless **City** and the Owner, its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts of **Consultant** or its Sub-consultants, subcontractors, agents, or employees in performance of professional services 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.

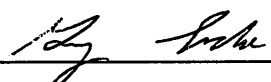
15. **Ownership of Work Product:** All original documents prepared by Consultant in performance of this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of City

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.

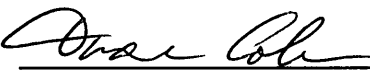
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both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

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

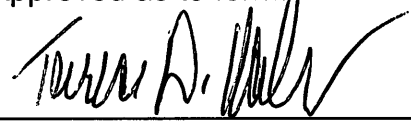
CONSULTANT

By: 
Name: GREG LOCKE
Title: GENERAL MANAGER
Date: 3/30/01

CITY OF NEWBERG

By: 
Name: Dwayne Cole
Title: City Manager
Date: March 27, 2001

Approved as to form:


Terrence D. Mahr, City Attorney

E x h i b i t “ A ”

Scope of Work

C.L. Youngman, Inc.

Civil & Structural Engineering

1375 Liberty St. SE • Salem, OR 97302-4245 Phone (503) 364-8207 • Fax (503) 364-0735 www.cl-youngman.com

FACSIMILE COVER SHEET

DATE: **March 23, 2001**
FAX # **503.537.1277**
DELIVER TO: **Paul Chiu**
JOB #: **01037-1**
REGARDING: **Revised Engineering Services Proposal**
COVER SHEET PLUS: **8** Pages
FROM: **Greg Locke**

COMMENTS: **Paul,**
Here is the revised proposal you requested. Please review and insert it into
your contract.
Greg

If you have any questions about the material sent or you did not receive all of the pages, please call (503) 364-8207.

If you have received this facsimile in error, please notify the office of CL Youngman, Inc. immediately by telephone to arrange for return of the telecopied document(s).

CONFIDENTIALITY NOTICE: The document(s) telecopied herewith contains confidential information which is privileged. The information is only for use of the above-named recipient. If you are not the designated recipient, you are hereby notified that any disclosure, copying or distribution, or the taking of any action in reliance on the contents of this telecopied information except its direct delivery to the intended recipient name above, is strictly prohibited.

The original of the telecopied document(s) will be delivered to the addressee by:

☒ Regular Mail ☐ Express Mail ☐ Hand Delivery ☐ None Intended

C.L. Youngman, Inc.

Civil & Structural Engineering

1375 Liberty St SE • Salem, OR 97302-4245 • Phone (503) 364-8207 • Fax (503) 364-0735 • www.cl-youngman.com

March 9, 2001 (*REVISED March 23, 2001*)

Paul Chiu, P.E.
City of Newberg
Newberg Community Development Office
PO Box 970
Newberg, OR 97132

Subject: Visual Barrier for Mountainview Drive Construction Project
Professional Services Proposal for Structural Design
J. O. 01037-1

Dear Mr. Chiu,

C.L. Youngman, Inc. is pleased to respond to your request for structural engineering services for the *Visual Barrier for Mountainview Drive Construction Project*, termed the "Project". This proposal will remain open for acceptance sixty (60) days from the above date.

PROJECT DESCRIPTION

Based on the Request for Price Quotes and discussions with you, our understanding is the project involves construction of approximately 800 lineal feet of 8 foot tall visual barrier along the north side of the proposed road between College and Villa Road adjacent to existing residences. You are scheduling construction for summer of 2001 as part of a larger project to build one half mile of minor arterial road with waterline relocation, storm and sanitary sewer installation.

STATEMENT OF QUALIFICATIONS

Company Background, Services and Staff

C. L. Youngman Inc. consulting engineers has been providing continuous structural and civil engineering services since 1978. Clientele are predominantly in Oregon, but also extend throughout the Pacific Northwest.

Structural engineering services include planning and design of new buildings for commercial, industrial, malls, schools, publicly owned structures, and repair of damaged and restored historic buildings. Experienced staff can assist the client with the specialty structures such as retaining walls, signs and visual/sound barriers.

Civil engineering services include site planning, feasibility studies, streets, subdivisions, stormwater drainage, water distribution, sewage collection, irrigation, educational athletic facilities and playfields.

Pride is taken in producing high quality construction plans on computer-aided design and drafting software (CADD). Computer-generated drawings can be electronically transferred via the internet to compatibly-equipped clients.

Our philosophy for problem solving is to look for solutions as though we were responsible for the project's operation and maintenance. Attention to functional detail is most important. Excessive reliance on change orders and warranties is not a substitution for quality design, installation workmanship, and

Paul Chiu, P.E.

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selection of proper materials. Early attention to the "constructability" of the design often results in an economic payback to the owner during the bidding stage and the life of the project.

Staff continuously strives to improve the delivered product, to get it right the first time, and minimize the time from planning to construction in this age of highly regulated, complex, facility development.

Specific Qualifications Related to Visual Barrier Design

Youngman Engineering has been involved in the design of various structures similar to and including visual barriers. The heavy nature of sound barriers requires designs that are typically governed by the seismic provisions of the current building code. Our engineers are well trained in the requirements for seismic as well as wind design as prescribed in the 1997 Uniform Building Code. Following are projects similar to the proposed visual barrier for Mountainview Drive.

Salem Housing Authority - Meadowlark Village Apartments

Prepared design, plans and specifications for approximately 235 lineal feet of concrete masonry unit sound wall along a minor arterial street in Salem, Oregon. Exposed height averaged 8 ft. tall and was constructed with pilasters at regular spacing to enhance the appearance. See attached photos. Constructed cost in 1996 was approximately \$170/lineal foot complete. Our consultant services included bid and construction phase involvement.

Sunnyside Mobile Park

Prepared design, plans and specifications for approximately 900 lineal feet of concrete masonry unit sound wall along both sides of a minor arterial street in Salem, Oregon. Exposed height averaged 8 ft. tall and was constructed with pilasters at regular spacing to enhance the appearance. Constructed cost in 1995 was approximately \$185/lineal foot complete. This project was completed in conjunction with a public improvement to the street. Our consultant services included bid and construction phase involvement.

BMC West Building Materials - Property Line Screen Wall

Prepared design, plans and specifications for approximately 290 lineal feet of concrete masonry unit sound wall along a property line in Salem, Oregon. Exposed height averaged 8 ft. tall. Wall was required by City to decrease impact of sound generated by a truss manufacturing facility which adjoined residential property.

Gilbert House Discovery Village - Perimeter Wall and Visual Barrier

Prepared design, plans and specifications for approximately 340 lineal feet of precast concrete tiltup sound wall along a property line in Salem, Oregon. Exposed height averaged 8 ft. tall with decorative features and railing on top of wall. Wall was required to decrease impact of sound generated by adjacent railroad tracks and to provide secure environment for children playing.

Various Retaining Walls and Signs

Prepared design, plans and specifications for retaining walls and signs constructed of various materials including concrete masonry unit, cast-in-place concrete, precast tilt-up concrete, gabions and precast concrete segmental units.

Paul Chiu, P.E.

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March 9, 2001 (*REVISED March 23, 2001*)**PROPOSED WORK SCOPE, METHODOLOGY AND SCHEDULE****Scope of Services**

Our Basic Services will include the following:

- Visit the site and meet with City engineers and planners to develop a detailed project scope, schedule and budget. Work with the City in the choice of visual barrier material and configuration.
- Obtain pertinent information from City including soils information, design criteria and street construction plans. Apply geotechnical data from other consultant in visual barrier wall and footing design.
- Perform structural design and provide detail drawings of visual barrier including plan, wall profile, typical section and specific details necessary to accurately bid and construction the wall. Plans will be inserted into the plan set of the overall project plan set.
- Provide construction specifications in Wordperfect format using Youngman Engineering standard specifications for concrete, rebar, masonry and other materials which are needed for wall construction. Specifications will be included as a section of the overall project specification set.
- Prepare an Engineer's Opinion of Probable Construction Cost for installation of visual barrier.
- Be available by phone to interpret the plans and specifications during bidding and construction..

Methodology

Our approach will be to provide quality plans, specification and construction phase services. Decisions about wall material and configuration will be based on input from City staff, local residence and our past experience and successes. We are assuming we will be able to obtain accurate topographic data of the existing and propose ground in the vicinity of the propose visual barrier. This information will be used to prepare plan, profile and details of the wall to provide the best information possible to the bidders to such that reasonable bids can be obtained and the project can move forward with the minimum amount of change orders and construction issues.

Youngman Engineering is not experienced in design for sound attenuation. Design for our past projects has relied of the client's input regarding wall height. As stated above, most of the wall have been around 8 foot tall when used in residential situations on minor and major arterials. We would base our design height on what the City of Newberg requests or what is recommended by an acoustic engineer hired by the City under separate contract. There are two acoustic engineers we are aware of and could provide information about them if requested by the City.

We will propose a lump sum fee for the design development, construction document preparation, prebid conference attendance, assistance preparing addenda and preconstruction attendance. All reimbursable expenses associated with those functions will by included in the fee. Since the time necessary to oversee the construction phase difficult to establish, especially since the wall is only a small piece of a larger project, we would propose billing this time hourly as site visits are found necessary by the City. This will allow the City to control costs of our services curing construction and utilize our services only when needed. Our proposal will however include an allowance for construction phase services based on a set number of site visits.

Schedule

We will endeavor to complete the Construction Documents by April 9, 2001 but no sooner than within 2 weeks of receiving the decision of project scope & wall materials, soils data, accurate street layout plan, topographic survey and a signed agreement with the City.

Paul Chiu, P.E.

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March 9, 2001 (*REVISED March 23, 2001*)**DESCRIPTION OF PRODUCTS**

Youngman Engineering will provide AutoCAD drafted plans on 22"x34" size plans (or other size of requested by City) for inclusion into overall project plan set. Set will include necessary plan, profile and details of the wall to bid and construct the wall. Specification will be prepared in Wordperfect format using Youngman Engineering standard specifications for concrete, rebar, masonry and other materials which are needed for wall construction. Specifications will be included as a section of the overall project specification set.

ITEMIZED PROJECT BUDGET**Design Phase**

Design development and construction document preparation as described in Basic Services above including reimbursable expenses associated with those functions will be bill as a lump sum fee of

\$8,500**(Eight Thousand Five Hundred Dollars)****Bid and Pre-construction Phase**

Prebid conference attendance, assistance preparing addenda and preconstruction attendance as requested by client will be billed hourly according to the attached billing rate schedule plus reimbursable expenses.

A sum Not-to-Exceed \$500 (Five Hundred Dollars)**Construction Phase**

Construction phase services including site visits and communications with City inspectors and contractor by phone or fax will be billed hourly according to the attached billing rate schedule plus reimbursable expenses. We anticipate the need for up to eight (8) site visits to observe the work in progress. Based on that number of visits and the associated communication with City and contractor, we propose an allowance be established for construction phase services of:

A sum Not-to-Exceed \$2,600 (Two Thousand Six Hundred Dollars)

This will allow approximately 4 hours for each site visit including driving time and preparation of a field report for the Design Engineer.

Additional Services

If it requested or found necessary to visit the site more than the allotted eight (8) times, or if adjustments to the design to accommodate unforeseen field condition or contractor change is required, costs for such services are not included in the Construction Phase allowance and will be billed hourly according to the attached billing rate schedule.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices are considered PAST DUE if not paid within 30 days after the invoice date and the Engineer, may without waiving any claim or right against Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge of 1.5% (or the legal rate) per month will be added to PAST DUE unpaid balances. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including Engineer's staff time at rate in effect and reasonable attorney's fees at trial, arbitration and appeal.

By agreeing to the terms of this proposal, the Client represents that sufficient disposable funds are available to pay for the services rendered and agrees to pay invoices from disposable funds upon presentation of invoices for services rendered. Any inquiry or questions concerning the substance or content of an invoice shall be make to the Engineer of Record in writing within 10 days of receipt of

Paul Chiu, P.E.

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March 9, 2001 (*REVISED March 23, 2001*)

invoice. A failure to notify the Engineer of Record within this period shall constitute an acknowledgment that the service has been provided and the invoice is correct.

In the event that any portion of an account remains unpaid 30 days after billing, the Engineer of Record may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all service.

Payment of any invoice by the Client to the Engineer shall be taken to mean that the Client is satisfied with the Design Professional's services and is not aware of any deficiencies in those services.

Reimbursable Expenses

Where the charge for engineering services is based on an hourly basis plus expenses, reimbursable expenses are in addition to the hourly charge.

Reimbursable expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals, lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services, and the cost of reproductions beyond those normally required by Engineer for in-house coordination and information purposes. Reimbursable expenses as described shall be billed as a multiple of 1.10 times the cost incurred. See attached current standard hourly billing rate schedule.

Codes and Standards Compliance

The Engineer shall put forth reasonable professional effort to comply with codes, regulations, and laws in effect as of the date of the Agreement.

Access To Site

Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. Investigation services may require removal of wall finishes. Engineer will take precautions to minimize damage due to these activities, but the Client will be responsible for the cost of repair. Client shall advise Engineer prior to commencement of Engineer's work of any special site entry requirements. Client represents that it has the right to furnish access to Engineer, its subconsultants and agents, and Client will indemnify, defend and hold harmless, Engineer from all third party claims.

Assignment

This Agreement, its terms and conditions, rights and duties, may not be assigned without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Termination of Services

The Agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. Except in the case of substantial failure of performance by Engineer, Client shall pay Engineer for all services rendered to date of termination, reimbursable expenses and reasonable termination expenses.

Mediation

If a dispute arises out of the Agreement, the dispute shall first be mediated. Both parties shall share equally the cost of a mediator.

Attorney Fees

If a dispute arises out of the Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, and attorneys' fees at trial and appeal.

Paul Chiu, P.E.

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March 9, 2001 (*REVISED March 23, 2001*)**Ownership of Documents**

Document's produced by Engineer under the agreement shall remain the property of Engineer and may not be used by this Client for any other endeavor without the Engineer's prior written consent. Client retains a limited license to use the documents for the sole purpose of maintenance activities. Client acknowledges that documents may not reflect as-constructed conditions.

Electronic Media Provision

The Client acknowledges that any and all documents provided on electronic media of any form are instruments of service solely for the Client's project as provided for by this Agreement. When requested by the Client, the Engineer will provide the electronic media containing the documents, provided the Client agrees to the terms and condition of the Electronic Media Release Agreement. Electronic media will be released when the Electronic Media Release Agreement is signed by both the Engineer and Client.

Applicable Law

Unless otherwise specified, the agreement shall be governed by the laws of the principal place of business of the Engineer.

Additional Provisions

If Basic Services covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Engineer, the amounts of compensation set forth in this Agreement shall be equitably adjusted by the parties.

This letter agreement, and exhibits attached, represent the agreement between the parties. Please examine these documents. If you have questions about any parts of them please call me. We want you to be fully comfortable with the agreement. Sign both copies. Retain a copy for your records. Return the other to us. We will begin services when a signed agreement is received.

Sincerely,

Accepted By:

Date: _____

Greg Locke, Senior Engineer

Enclosed: Exhibit A Standard hourly billing rate schedule
Exhibit B Insurance Information

C. L. YOUNGMAN, INC. ENGINEERS**CONSULTING CIVIL / STRUCTURAL**

1375 Liberty Street SE • Salem, Oregon 97302 (503) 364-8207 • FAX (503) 364-0735 • www.cl-youngman.com

EXHIBIT "A"**BILLING RATE SCHEDULE
FOR PERIOD JANUARY 1, 2001 - DECEMBER 31, 2001 ***

Principal Engineer	\$139.00/hr
Senior Engineer	\$110.00/hr
Associate Engineer	\$95.00/hr
Project Engineer	\$79.00/hr
Design Engineer	\$64.00/hr
Engineer	\$56.00/hr
Technician	\$53.00/hr
Junior Technician	\$43.00/hr
Bookkeeper/Office Manager	\$60.00/hr
CAD Computer - Tech	\$32.00/hr
CAD Computer - Jr. Tech	\$26.00/hr
Manometer Instrument	\$20.00/hr

Reimbursable Expense: Reimbursable expenses are charged as a multiple of 1.10 times incurred expense. Included are expenses incurred by engineer or engineer's professional associate consultants while performing services for a client, such as transportation and subsistence incidental thereto; toll telephone calls, telegrams, faxes; reproduction of engineer's work products (reports, drawings, specifications, letters, and bid documents). If authorized in advance by Owner, reimbursable expenses will also include extra-ordinary expenses incurred for computer time and other highly specialized equipment including an appropriate charge for previously established software programs and expenses for photographic reproductions

The following items are billed at these flat rates:

Fax Transmittals	\$1.50/page
Photographs color prints, 4 x 6	\$1.00/each
Color Prints	\$2.00/page
Photocopies, Laser Prints	\$.20/page
Large format bond copies (24"x36" or 30"x42")	\$1.50/page
Large format vellum plots (24"x36" or 30"x42")	\$10.00/page
Vehicle Mileage	\$.35/mile

* Billing rates may be adjusted January 1, 2002

C. L. YOUNGMAN, INC. ENGINEERS**CONSULTING CIVIL / STRUCTURAL**

1375 Liberty Street SE • Salem, Oregon 97302 (503) 364-8207 • FAX (503) 364-0735 • www.cl-youngman.com

EXHIBIT "B"**General Information**

Insurance**General Liability:**

ACEC/Marsh & McLennan
10 South Broadway
St. Louis, MO. 63102
Hartford Insurance Co.
Policy No.: Binder 183
Limits: \$2,000,000

Automobile Liability:

ACEC/Marsh & McLennan
10 South Broadway
St. Louis, MO. 63102
Hartford Insurance Co.
Policy No.: Binder 183
Limits: \$1,000,000

Worker's Compensation &**Employers Liability:**

ACEC/Marsh & McLennan
10 South Broadway
St. Louis, MO. 63102
Hartford Insurance Co.
Policy No.: Binder #189
Limits: Statutory

Professional Liability:

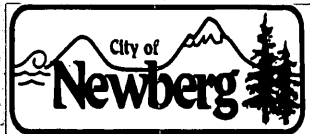
Hurley, Atkins & Stewart, Inc.
1800 9th Avenue, Suite 1500
Seattle, WA 98101

Policy No.: AE36930005
Limits: \$1,000,000

Note: *Costs incurred for insurance certificates, endorsements and named insureds may be billed to the client making the request.*

E x h i b i t “ B ”

Background Information



**Community Development Department
Engineering Division**

Lower Floor, City Hall

414 East First Street

P.O. Box 970, Newberg, Oregon 97132

Tel: 503-537-1240

Fax: 503-537-1277

Correspondence Correspondence Correspondence Correspondence Correspondence Correspondence

...from the desk of Paul Chiu, P.E.

February 28, 2001

**REQUEST FOR PRICE QUOTES
Structural Design Of *Visual Barrier* Or "*Sound Wall*"
For Road Construction Project
"Mountainview Drive Between College & Villa Road"**

The City of Newberg is requesting price quotes from qualified consultants to perform structural design and specification writing of *visual barrier* or "*sound wall*". The design and construction details will be incorporated into a City road construction bid project.

The project site is within the city limits in an unimproved section of Mountainview Drive between Highway 219 (College Street) on the west and Villa Road on the east. The *visual barrier* shall be 8 feet high, approximately 800 feet in length and on the north side of road adjacent to existing residences. Construction as scheduled this summer, will include approximately one half of a mile of minor arterial road with waterline relocation, storm and sanitary sewer installation, and *visual barrier*. Consultant tasks will include the following:

- Perform structural design and provide detail drawing of *visual barrier*;
- Provide construction specification;
- Work with City in the choice of *visual barrier*; and,
- Apply geotechnical data from other consultant in wall and footing design of *visual barrier*.

The proposed work must be completed by April 16, 2001. The City will not consider any quotes over \$24,000 for the proposed work.

Price quotes must be received by 5:00 p.m. on March 9, 2001. Consultants should submit one reproducible copy of the price quote on 8-1/2" x 11" paper. The price quote may be delivered by the following methods: (1) mailed to the Newberg Community Development Office, P.O. Box 970, Newberg, OR 97132; (2) hand delivered to Newberg City Hall, 414 E. First Street; or, (3) faxed to 503-537-1277. Price quotes shall include: 1) statement of qualifications; 2) proposed work scope, methodology, and schedule; 3) description of products; and, 4) proposed itemized project budget.

Following receipt of proposals, the City will select a preferred consultant. The City and consultant will then develop a detailed project scope, schedule, and budget.

Questions regarding this request may be directed to Ryan Truair, *Engineering Technician* at 503-537-1236, or Paul Chiu, P.E., *Senior Engineer* at 503-554-1751.

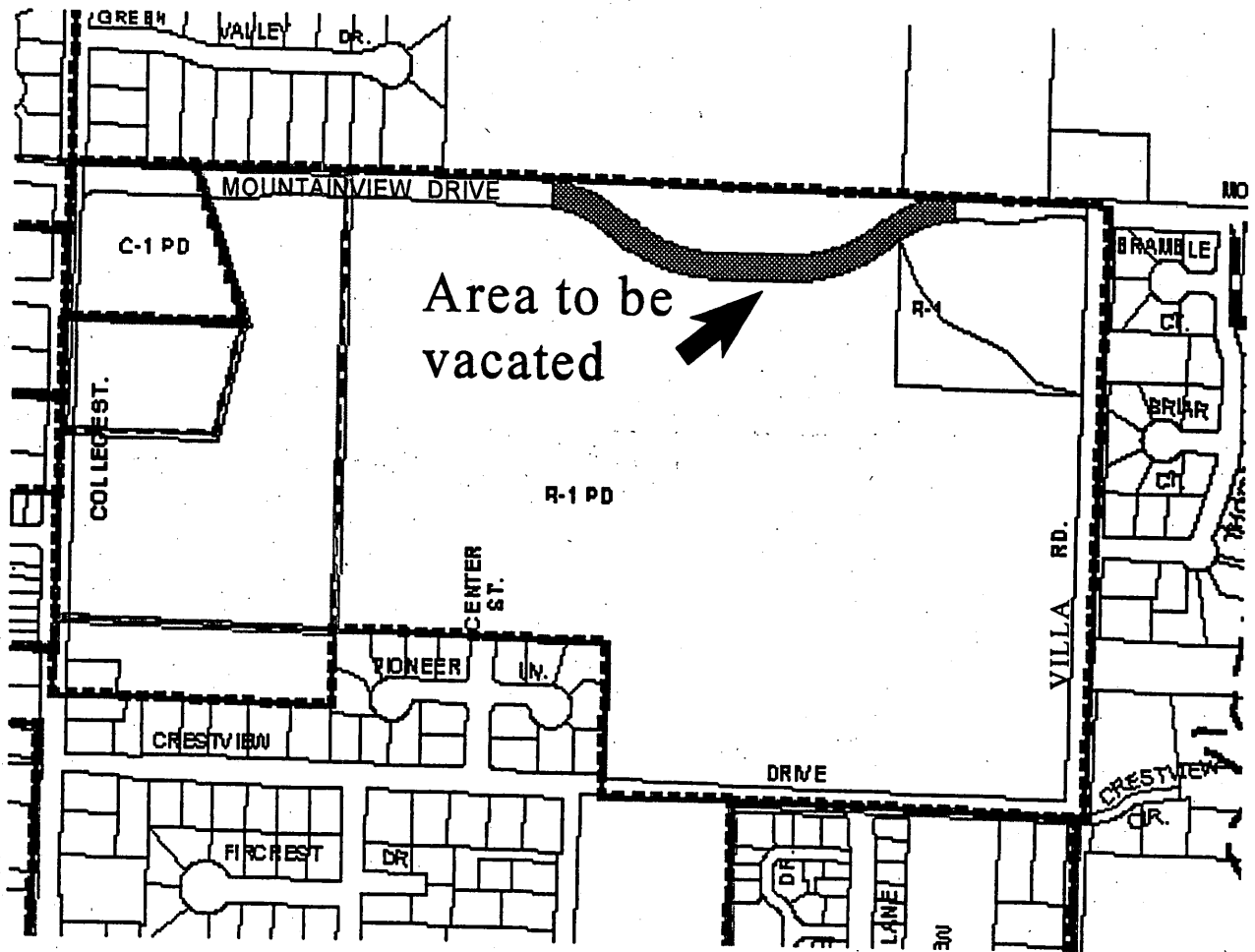
COLLEGE ST.
/ HWY 219

MOUNTAINVIEW RD. (PROPOSED)



VILLA RD.

BACKGROUND: The City of Newberg is proposing to vacate that portion of Mountainview Drive located 327.7 feet West of Villa Road to a point 1021 feet West. The vacation of this portion of the street will remove two reverse curves in the street geometry which will be replaced with a tangent section to be dedicated by Kenneth and Joan Austin who are the owners of the property. This change will allow the street to be constructed in a straight alignment between the two streets mentioned. The property in question is currently an unimproved section of Mountainview Drive. There is a 12" water line that was installed in 1985 within the right of way to be vacated which is intended to be abandon in place and replaced with a new water line as part of the Mountainview Drive street improvement that is planned for construction in the Spring of 2001.



Description of a portion of Mountainview Dr. to be vacated:

Beginning at a point N 89(43' 40" E 387.19 feet from the Northwest corner of Section 17 in Township 3 South Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said point being the true point of beginning of the following tract of land; thence Southeasterly along the arc of a 330 foot radius curve to the right 232.73 feet (Long Chord bears S 70(04'05" E 213.91 feet); thence Southeasterly along the arc of a 330 foot radius curve to the left 232.73 feet (Long Chord bears S 70(04'05" E 213.91 feet); thence N 89(43'40" E 158.00 feet; thence Northeasterly along the arc of a 350 foot radius curve to the left 243.03 feet (Long Chord bears N 69(50' 09" E 238.17 feet); thence Northeasterly along the arc of a 330 foot radius curve to the right 229.14 feet (Long Chord bears N 69(50' 09" E 224.56 feet); thence S 0(16' 20" E 60.00 feet; thence Southwesterly along the arc of a 270 foot radius curve to the left 187.48 feet (Long Chord bears S 69(50' 09" W 183.73 feet); thence Southwesterly along the arc of a 410 foot radius curve to the right 284.69 feet (Long Chord bears S 69(50' 09" W 279.01 feet); thence S 89(43' 40" W 158.00 feet; thence Northwesterly along the arc of a 390 foot radius curve to the right 275.05 feet (Long Chord bears N 70(04' 05" W 269.38 feet); thence Northwesterly along the arc of a 270 foot radius curve to the left 190.42 feet (Long Chord bears N 70(04' 05" W 186.50 feet); thence N 0(16' 20" W 60.00 feet to the point of beginning.

Reserving unto the City of Newberg a temporary utility easement over the South thirty feet of the above described tract of land for a 12" water line. Said easement to be extinguished August 1, 2001.

