



Community Development Department

P.O. Box 970 ▪ 414 E First Street ▪ Newberg, Oregon 97132
503-537-1240 ▪ Fax 503-537-1272 ▪ www.newbergoregon.gov

August 29, 2019

Harris Environmental Group Inc.
920 SW 6th Ave, Suite 1200
Portland, OR 97204

Attn: Dana L. Holschuh, Principal Investigator- Portland Office

Re: Inventory of Historic Sidewalk Features throughout Downtown Newberg RFP

Dear Ms. Holschuh,

I am pleased to inform you that the City of Newberg has awarded Harris Environmental Group Inc. the contract for the Inventory of Historic Sidewalk Features throughout Downtown Newberg.

The City's standard Professional Services Agreement is attached. Please sign and return at your earliest convenience. You will need to provide certifications of all insurance coverages and name the City of Newberg as "additional insured" on all except worker's compensation insurance, prior to the City signing the contract and issuing a Notice to Proceed.

The project will include all of the work necessary to document and create an inventory featuring horseshoes, curb and sidewalk stamps, mail posts and historic rail tracks throughout downtown Newberg. The steps will include:

- Photograph the historic features
- Document the location of the historic features through GIS coordinates (provide GIS shapefiles)
- Research and write about the history behind the features
- Write progress reports and give presentations to the public (hold two public meetings)
- Prepare and submit the inventory to the City of Newberg and SHPO
- Follow-up with SHPO and the National Park Service throughout the inventory process

If you have any questions, please contact me at keshia.owens@newbergoregon.gov or 503-554-7778.

Sincerely,

Keshia Owens, Assistant Planner

Enc

cc: File GRNT19-0001

CITY OF NEWBERG
**AGREEMENT WITH Harris Environmental Group Inc.
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG**

THIS AGREEMENT is entered into this 29th day of August, 2019 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

Harris Environmental Group Inc.
920 SW 6th Ave, Suite 1200
Portland, OR 97204

(971) 888-7566

(503) 628-1458

hereinafter called **Consultant**.

RECITALS:

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

City has chosen the **Consultant** using the Request for Proposals process to provide services related to the Inventory of Historic Sidewalk Features throughout Downtown Newberg.

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 9/1/2020, whichever date occurs first. This fact notwithstanding, 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, unless **Consultant** has cured such defect or deficiency within a reasonable period of time following notice of such claim.

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

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:

\$10,971.00

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. If the **Consultant** foresees 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.

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, Attached Exhibits, and **Consultant** scope of work. 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 duly 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 of, 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 Commercial 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, drawings and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible copies of final work product, including digital files of text and drawings, shall be provided to **City** at the conclusion or termination of this Contract. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or **Subconsultants** from all claims, damages, losses and expenses including attorney fees arising out of the **City's** use of any

instruments of professional service for purposes outside the scope of this Contract.

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

17. **Notification:** 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. If directed to the **City:** City of Newberg, P.O. Box 970, Newberg, Oregon 97132, Attn: Keshia Owens. If directed to the **Consultant:** Attn: _____ at the address listed above. Each party shall be responsible for notifying the other of any changes in project manager designation.

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

CONSULTANT

CITY OF NEWBERG

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Division Approval: _____

Recommended for Approval By:

Approved as to form:

Doug Rux
Community Development Director

Truman A. Stone
City Attorney

Exhibit A: Scope of Work

Project Scope and Understanding

The City of Newberg is seeking proposals to perform an inventory of historic sidewalk features in its downtown, in coordination with the City's Historic Preservation Commission, SHPO and the NPS. These sidewalk features consist of, but are not limited to: horse rings, curb and sidewalk stamps, mail posts and rail tracks and combine to create a unique regional paving "fingerprint" within the city landscape. Platted in 1883 and officially incorporated in 1889, the City of Newberg has grown into an urban center throughout the industrial era and the features of its streets and sidewalks can reveal important information about its history and expansion. Sidewalk and curb stamps, in addition to describing the locational aspects of a street or intersection, also served as business cards for paving companies or markers of a workers' organization such as the WPA, as it was customary for companies or organizations to sign and date their work through stamps and stencils.

The features to be inventoried for the current project will be located in and around the area of study, as defined in the solicitation as the area defined by Morton Street on the east, the rail tracks to the south, 6th Street to the north, and Carlton Way to the west. The proposed, grant-funded inventory will consist of four components: 1) coordination and consultation, 2) background research, 3) fieldwork and data collection and 4) reporting.

All of the components will be managed, performed and overseen by Ms. Holschuh, from our Portland office, who will work with Ms. Tenen and Mr. Walker to illuminate the distribution, character and role of these features. The Consultant team will ensure that each task is completed consistently and professionally in consultation with the City of Newberg and other parties. Quality control will come from Ms. Holschuh who will be directly involved in every aspect. All deliverables will be reviewed in-house by our cultural resources team before being submitted to the City for their review. This will ensure that the highest quality product is provided.

1. Coordination and consultation

Coordination and consultation will be initiated prior to the fieldwork and will be on-going throughout the period of performance. Coordination and consultation will take place between Harris Environmental (as represented by Ms. Holschuh), and City of Newberg staff, as well as other parties as needed, including but not limited to the City Historic Preservation Commission, representatives from SHPO and the NPS. It will begin with the kick-off meeting which will follow the contract award and notice to proceed (NTP), as schedules allow.

This meeting will be organized by Ms. Holschuh and will introduce the members of the project team and initiate and support a collaborative approach to the project. The meeting will be used to create a shared understanding of the project goals, to outline the project tasks and solidify the management approach, to identify the roles and responsibilities of each party, and of the personnel within each party, and to confirm the scope of the project and the schedule to complete each task. Subsequent to the kick-off, Ms. Holschuh will attend any additional meetings that are necessary and will coordinate any public presentations required under the various project tasks in order to facilitate the dissemination of information, project progress and stakeholder and public involvement as appropriate. Ms. Holschuh has extensive experience with public interpretation of archaeological and historic preservation projects, as well as formal displays and presentations in a variety of settings.

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Ms. Holschuh will be in on-going communication with the City of Newberg, SHPO and the NPS throughout the project as needed. This will include keeping the City apprised of the project's progress via monthly email updates, which will include an update on the schedule, budget and expenditures, and follow-up on all action items from the last update and/or the last communication with the City. The goal of these updates is to keep the project on-schedule and on-budget in a transparent and collaborative format.

2. Background Research

Background research will occur prior to the fieldwork and be performed by Ms. Holschuh and Ms. Tenen, who will consult all available resources to establish a context for the sidewalk features that will be inventoried. Resources will include but are not limited to ethnographic records and historic accounts about the City of Newberg, including historic maps and photographs of the area of study. It will include consultation with the City Historic Preservation Commission, as well as local resources available both online and in person at the Newberg Historical Society, the Yamhill County Historical Society, the Yamhill Museums and Heritage Centers, the Yamhill County Public Library and other sources, as appropriate. Ms. Holschuh will review all available records, sites, historic property and survey report records available on the Oregon Archaeological Records Remote Access (OARRA) web portal maintained by OR SHPO.

In addition to location-specific research, Ms. Holschuh and Ms. Tenen also will research the features themselves, including the implementation and use of horse rings, curb and sidewalk stamps, mail posts, and historic rail tracks to develop a context statement for these features and their use within Newberg. A historical context for the city and its roadways will be prepared to establish and interpretive framework for the inventory and for the features recorded therein.

Background research will begin immediately following the award of the contract. It will be informed by the kick-off meeting and subsequent meetings. The early stages will take place online, with later stages conducted in-person at local institutions. These research-related trips will be done in conjunction with the fieldwork to the extent possible to minimize travel time and associated costs.

3. Fieldwork

Fieldwork will consist of a full survey of the area of study, located in and around downtown Newberg. Ms. Holschuh will consult with the City representatives prior to the fieldwork and will conduct the survey to document and create an inventory of the features observed throughout the area of study.

Ms. Holschuh will conduct a pedestrian survey within the project area. When a feature is identified, its size, orientation and composition will be documented through digital photographs and fieldnotes. Its location will be recorded with GPS points, which will be used to create a digital database of the feature locations throughout the area of study. Ms. Holschuh will consult with Ms. Tenen on any architectural features and will work with Mr. Walker to document their locations. Each feature will be analyzed both on its own and within the larger context of urban development and together with the other features observed to create a synthetic picture of their distribution and use within the city. The features observed will be categorized according to type, design, temporal designation and function, which will aid in the creation of the database.

4. Reporting and Deliverables

Reporting will be performed by Ms. Holschuh and Ms. Tenen, with the assistance of Mr. Walker. The first deliverable will be a draft of the inventory report to be submitted to the City of Newberg. The final draft will be delivered to the City of Newberg and will include an inventory of the historic features, as well as digital

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photographs and locational information for each. Ms. Holschuh and Ms. Tenen will also host two public meetings to inform the public about purpose and progress of the historic sidewalk features inventory.

The inventory report will be consistent and compatible with the standards and regulations of the SHPO. Ms. Holschuh and Ms. Tenen will work with Mr. Walker to produce high-quality digital historical and contemporary maps of the area of study with the locations of the features recorded. These maps will be included in the inventory report, which will synthesize the results of the background research and fieldwork components and will include environmental, ethnographic and historic context statements along with descriptions of the features recorded. The report will center on an inventory of historic sidewalk features that includes a list of GIS coordinates for each. This information will be presented in a searchable database using Microsoft Excel and will be provided both within the report and as a stand-alone document. All of the shapefile generated during the project will be provided to the City along with the report and database. These shapefiles will be used to update the City GIS database.

5. Work Plan and Project Schedule

Harris Environmental has completed cultural resource projects that involved working cooperatively with local, state and federal agencies, and has produced polished, plain-spoken reports to clients. The staff is well equipped to manage the cultural resource investigations for the City of Newberg, submit deliverables on time, and complete the project within budget. The team is well prepared to deal with whatever exigencies may arise and to communicate effectively toward the goal of a successful project completion.

Upon award, Ms. Holschuh will contact the City of Newberg to schedule the kick off meeting and dates for two public meetings. Upon completion of the kick-off meeting, the pre-field research will require approximately one and a half days to prepare before the fieldwork is initiated, and will include preliminary document and resource searches, as described above. The fieldwork should be completed in approximately eight days, which includes an estimated six days of survey work in the field as well as two additional days to visit local historical societies, museums, libraries and other institutions as appropriate. Upon completion of the fieldwork, the GIS data will be analyzed and digital maps and the locational database created for inclusion in the report. Two public meetings will be held to present the background and progress of the inventory of historic sidewalk features on discussed scheduled dates. The draft report will require approximately five days of writing with one day of internal editing and QA/QC support. The final report has been allotted eight hours for revisions and production, not including communications between Harris Environmental and the City of Newberg and other agencies/entities.

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Task/Subtask	Sept. 2019 Weeks				Oct. 2019 Weeks				Nov. 2019 Weeks				Dec. 2019 Weeks				Jan. 2020 weeks				Feb. 2020 weeks				March 2020 weeks				April 2020 weeks				May 2020 weeks				June 2020 weeks				July 2020 weeks				Aug. 2020 weeks				Sept. 2020 weeks			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
	contract award																																																			
Kick-off (KO) meeting					0.5 days																																															
Background Research (Pre-field)									1.5 days																																											
Fieldwork and on-site research													8 days																																							
Monthly Progress Reports	One hour per month																																																			
GIS Analysis and Map Making																					3 days post fieldwork and progress report																															
Progress Report and public presentations																	1 day																																			
Draft Report																					5 days																															
Finalize Report																																	3 days once review has been completed by City of Newberg																			

Harris Environmental Group, Inc. proposes to complete the project for \$10,971.00, inclusive of all the products described in the Work Plan and Project Schedule.

Budget

Below is the cost estimate for Harris Environmental to support the City of Newberg for this project.

Task	LABOR CATEGORY/ODC	Description	RATE	UNITS	COST
<i>Pre-field</i>	Principal Investigator	Kick-off meeting	\$69.00	4.00	\$276.00
	Principal Investigator/Architectural Historian	Background research, pre-field	\$69.00	12.00	\$828.00
<i>Fieldwork</i>	Principal Investigator	Fieldwork	\$69.00	55.00	\$3,795.00
<i>Reporting</i>	Principal Investigator/Architectural Historian	Progress Report	\$69.00	8.00	\$552.00
	Principal Investigator	Monthly reports	\$69.00	12.00	\$828.00
	Principal Investigator/Architectural Historian	Draft report preparation	\$69.00	40.00	\$2,760.00
	GIS-ANALYST	Data management, database creation, map making	\$69.00	24.00	\$1,656.00
	Principal Investigator/Architectural Historian	Finalize report	\$69.00	4.00	\$276.00
				TOTAL COST	\$10,971.00

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