

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

TRILLIUM PARK DRIVE SANITARY RELOCATION PROJECT – (CI 20-003)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **RH2 ENGINEERING** (“Consultant”).

RECITALS

- A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.
- B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2020**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.
2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred and seven thousand, nine hundred and fifty-eight and no/100 dollars (\$107,958.00)**.
3. **Scope of Services.** Consultant’s services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.
4. **Standard Conditions.** This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.
5. **Schedule.** The components of the project described in the Scope of Services shall be completed according to Term, above.
6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

RH2 ENGINEERING
5335 Meadows Road, Suite 450
Lake Oswego, OR 97035
Attention: Kyle Pettibone

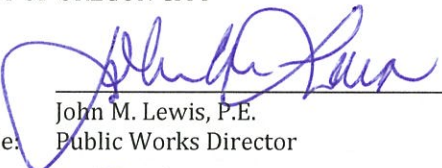
Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.


8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 22 day of May, 2020.

CITY OF OREGON CITY


RH2 ENGINEERING

By: 
John M. Lewis, P.E.
Title: Public Works Director

By: 
Title: Richard L. Ballard, Director

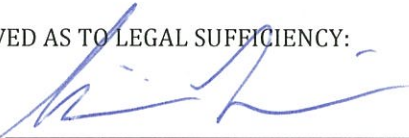
DATED: 5-19-2020, 2020

DATED: May 22, 2020

By: 
Anthony J. Koukol III
Title: City Manager

DATED: 5-20, 2020

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
City Attorney

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 20-003 Trillium Park Drive Sanitary Relocation Project\CONSULTANT\Contract\CI 20-003 PSA with RH2 for Trillium Park Drive Sanitary Relocation Project.docx

Exhibit A
Scope of Work
City of Oregon City
Trillium Park Drive Landslide Mitigation, Phase 1 – Sewer Relocation
May 2020

Background

Trillium Park Drive, a two-lane local street, has been experiencing a slow moving landslide since its construction in 1998. In 2006, the City of Oregon City (City) contracted with Geotechnical Resources, Inc., (GRI) and Compass Land Surveyors, Inc., (Compass) to monitor the slide and measure its movement. GRI installed monitoring wells with inclinometers at multiple locations, and Compass surveyed the movement of Trillium Park Drive relative to fixed monuments. In February 2017, following a period of heavy rainfall, Trillium Park Drive experienced significant earth movement that lead to a waterline separation and movement and deformation of a sewer line. The waterline within the slide zone was abandoned, but the sewer remains in service. Other utilities within the slide zone, including power and gas, have been rerouted, and the street has been closed to vehicular traffic.

In 2018, the City requested that RH2 Engineering, Inc., (RH2), with assistance from GRI and Compass, develop and evaluate alternatives and conceptual designs for stabilizing the landslide and restoring or permanently abandoning the road and utilities in Trillium Park Drive. Based on its evaluation of the alternatives, the City has chosen to move forward with a plan to relocate the damaged sewer out of the slide zone using horizontal directional drilling and to mitigate the landslide and restore the roadway by replacing the overburden fill that is driving the landslide with a light weight fill. The City plans to complete the project in two phases, with the sewer relocation occurring under Phase 1, and the landslide mitigation and roadway restoration occurring under Phase 2.

The City has requested that RH2 provide engineering services for the design, bidding, and construction of the relocated sewer under Phase 1 of this project. This Scope of Work has been prepared based on preliminary discussions with the City regarding the scope of the anticipated repairs and an understanding of the project goals developed during the conceptual design of the project.

Project Understanding and Assumptions

The following outlines RH2's understanding of the City's responsibilities and the overall project goals and requirements. Assumptions used in preparing this Scope of Work also are identified.

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between RH2 and the City.
- Establish the work scope and design parameters for the project, including related standards.

- Provide RH2 with copies of all available, relevant City utility as-built plans, topographical maps, geologic and geotechnical reports, and studies pertinent to the project area.
- Provide RH2 with access to the City's GIS, parcel, and utility mapping, aerial photography, and topographic contours.
- Provide RH2 with the City's standard drafting frame, title block, and a Drafting Standards Manual.
- Provide RH2 with digital copies of the City's standard construction specifications, details, and front-end bidding document sections.
- Provide timely review and comment on all reports, drawings, and specifications submitted by RH2 to the City for review and approval.
- Submit applications and any applicable fees for any required permits (no permits are currently anticipated). Maintain records and process consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications, as necessary, to the public and business community regarding the nature and timing of the work to be completed.
- Advertise and manage the bidding process for construction. (RH2 will reply to design/bid questions from potential bidders as described in this Scope of Work.)

In preparing this Scope of Work, the following assumptions were made:

- The proposed improvements generally include the design of approximately 350 linear feet of 10-inch high-density polyethylene (HDPE) sanitary sewer main within City Right-of-Way and private property to be constructed using horizontal directional drilling (HDD).
- It is assumed that project meetings will be approximately two (2) to three (3) hours in duration and will be held at City Hall. Alternatively, meetings may be held via video conference.
- Construction permitting will be limited and generally consist of street opening and erosion control permitting, which will be obtained by the contractor through the City. No tree removal or environmental permitting is anticipated.
- The City will lead the City permit process and pay for all permitting application costs.
- The City will lead the easement acquisition effort, including negotiations, preparation and review of all related legal documents, and proposals for easements.
- RH2 will rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to the work.
- RH2 will not be responsible for site safety or for directing the contractor in their work.
- Unless otherwise noted, all deliverables will be provided in electronic format (PDF).

Task 1 – Project Management Services

Objective: Provide coordination of the RH2 project team, including regular communication with City staff, periodic progress reporting, monthly billings, and updates on project scope, schedule, and budget.

Approach:

- 1.1 Provide Project Administration and Reporting: Provide project management services during the design, bidding, and construction services phases, including staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task and subtask. Include a summary of expenditures, percentage complete by task, and budget remaining per task. Coordinate with the City's project manager regularly to discuss project and task status. Prepare and maintain the overall project schedule, including adding staff, subconsultants, and other resources.

RH2 Deliverables:

- Monthly invoices.
- Project schedule at project kickoff, 60-percent design, and 90-percent design milestones.

Task 2 – Additional Survey and Geotechnical Investigation

Objective: Coordinate with a professional land surveyor as a subconsultant to RH2 to perform additional topographic survey of the project area to support design. Perform limited additional geotechnical investigation and reporting to support the design and construction of the sewer using HDD.

Approach:

- 2.1 Perform Additional Survey and Update Base Maps: Contract and coordinate with a professional land surveyor, Compass, to perform additional topographical survey of surface features, monumentation, marked utilities, property lines, and right-of-way (ROW) lines of the proposed alignment. Coordinate with Compass as necessary and to respond to questions. Review survey data and format for design use. Perform one (1) site visit to compare survey information with field conditions. Update plans as necessary based on site visit. It is assumed that utility locates will be requested by the surveyor and provided via the One-Call network.
- 2.2 Prepare Legal Descriptions for Easement(s): Coordinate with City and Compass to prepare up to three (3) legal descriptions for use by the City in obtaining temporary and/or permanent easements for the project. The City will be responsible for obtaining all rights-of-entry and easements needed to support the geotechnical investigations and construction for the proposed improvements.
- 2.3 Perform Geotechnical Investigation: Contract and coordinate with GRI to conduct two (2) exploratory borings along the proposed sewer alignment and to a depth ranging between 25 and 35 feet. The borings will be made by a skid-mounted, portable drill rig, using

open-hole, mud-rotary or rock coring techniques. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth within 10 ft of the proposed pipe elevation. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. If sufficiently hard rock is encountered within the boring, the rock will be cored. GRI will contract with a geotechnical drilling subcontractor and will obtain utility locates and observe field exploration.

- 2.4 Prepare Geotechnical Report: Coordinate with GRI to analyze soil samples collected during geotechnical borings and perform geotechnical engineering and reporting to support the design and construction of the sewer main via HDD. Additional geotechnical data obtained during this phase of work will be incorporated into the existing geotechnical report for the project.

Assumptions:

- The survey provided by Compass for conceptual design will be expanded to include additional area along Trillium Park Drive between Canyon Court and Bean Court and approximately 100 feet up the slope on the east side of Trillium Park Drive.
- It is anticipated that the City will take the lead in any easement acquisition for the proposed improvements, including negotiation between the City and property owner(s). RH2/Compass's role generally will be limited to assisting in preparing legal descriptions for the easements, if necessary.
- Additional geologic bores are necessary along the proposed sewer alignment to support design and construction by HDD. Due to site restrictions, limited access drilling equipment may be required.

RH2 Deliverables:

- Updated topographical survey and base maps for project area.
- Up to three (3) legal descriptions.
- Geotechnical technical memorandum.

Task 3 – 60-Percent Design

Objective: Prepare preliminary plans and a construction cost estimate for the proposed sanitary sewer relocation.

Approach:

- 3.1 Prepare 60-Percent Design: Prepare preliminary design plans to the 60-percent design level with horizontal and vertical alignment details of the sanitary sewer main for City review. Develop a preliminary opinion of probable construction costs for the preliminary design review submittal.
- 3.2 Attend 60-Percent Review Meeting: Provide and present 60-percent design, including preliminary plan and profile sheets, details, preliminary opinion of probable construction

costs, and updated project schedule for the City's review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- It is assumed that the City will provide review comments as written summary or as redline markups to the plans based on the 60-percent plan review meeting.

RH2 Deliverables:

- Preliminary sanitary sewer main plan and profile sheets, including preliminary drawings for cover sheet, construction notes, and details.
- Preliminary opinion of probable construction cost based on 60-percent design.
- Review meeting agenda and minutes.

Task 4 – 90-Percent Design

Objective: Develop 90-percent plan sheets, technical specifications, bid documents, and opinion of probable construction cost for the proposed improvements.

Approach:

- 4.1 Prepare 90-Percent Plans and Specifications: Incorporate the City's 60-percent review comments and prepare 90-percent design plans. The plans will include the sanitary sewer plan and profiles, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting. It is assumed that the construction contractor will be responsible for preparing the final traffic control and erosion control plans in accordance with City requirements. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. Non-technical front-end specifications will be prepared using the City's most recent standard forms. Technical specifications will be in Oregon Department of Transportation/American Public Works Association format. Work will include a determination of the need for special pre-bid qualifications for contractors, which will be incorporated into final bidding documents, if warranted. Prepare 90-percent opinion of probable construction costs for the proposed improvements.
- 4.2 Perform Quality Control Review: Perform internal quality control and quality assurance (QA/QC) review of the 90-percent plans and specifications.
- 4.3 Attend 90-Percent Review Meeting: Provide and present 90-percent design, including plans, specifications, opinion of probable construction cost, and updated project schedule for the City's review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes. It is assumed that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- 90-percent plans and construction contract documents, including front-end documents and technical specifications.
- Opinion of probable construction cost based on 90-percent design.
- Review meeting agenda and minutes.

Task 5 – Bid-Ready Design

Objective: Develop bid-ready plan sheets, technical specifications, and bid documents for the proposed improvements.

Approach:

- 5.1 Prepare Bid-Ready Plans and Specifications: Incorporate internal QA/QC comments and City's 90-percent review comments and prepare plans and specifications for bidding and construction. Provide one (1) hard copy of bid-ready documents for use in reproduction of bidding documents.

RH2 Deliverables:

- Electronic versions of the complete construction contract bidding documents, including front-end documents, technical specifications, plans, standard drawings, and opinion of probable construction cost (PDF, Word, Excel, and AutoCAD).
- Provide one (1) reproducible set of bidding documents in hard copy format with half-size (11-inch by 17-inch) plan sheets.

Task 6 – Services During Bidding

Objective: Provide bidding assistance, as requested by the City, to respond to bidder questions, prepare addenda, conduct bidder evaluations, and recommend award for the project.

Approach:

- 6.1 Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders and clarify, revise, or change construction plans, technical specifications, or construction contract conditions during the bidding process, if needed. Prepare one (1) addendum if determined necessary during the bidding process.
- 6.2 Assist with Bid Opening and Bidder Evaluation: Review specialty contractor prequalification applications as part of the bid review process. Review subcontractors, suppliers, and others proposed by the prime contractor, if required, by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.

RH2 Deliverables:

- Assistance with one (1) addendum, as needed.
- Bid tabulation and letter of recommendation for award.

Assumptions:

- It is assumed that up to one (1) addendum may be needed.
- It is assumed that prequalification of a specialty subcontractor for HDD may be required.
- It is assumed that the City will take the lead in the bid administration and award phase.
- It is assumed that RH2 will attend bid opening.
- RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.

Task 7 – Services During Construction

Objective: Provide construction contract administration services during project construction to support the City. As the engineer of record, RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.

Approach:

- 7.1 Prepare for and Attend Pre-Construction Conference: Prepare for and attend one (1) pre-construction conference with the contractor, City, RH2, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.
- 7.2 Review RFIs and Change Order Proposals: Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 7.3 Review Submittals: Review contractor submittals, shop drawings, and field testing per the project documents. Coordinate with the City regarding substitute and “or-equal” items proposed for use by the contractor.
- 7.4 Provide Periodic Field Observation and Attend Construction Meetings and Final Walkthrough: Provide part-time observation of the construction work in progress. RH2 will coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. The contractor will retain and coordinate with testing firm(s) for all special inspections. Meet with the City and contractor weekly to review the contractor’s progress. Prepare weekly meeting agenda and minutes. Assist the City with project closeout services, including production of a punch list and review of punch list completion. Prepare recommendation letter for project acceptance.
- 7.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor and inspector red-lined markups to as-bid drawings. Record drawings will be completed per City standards.

Assumptions:

- RH2 will provide construction contract administration and observations, including periodic site visits to monitor progress, respond to questions and address issues, confirm pay requests, and other on-call requests from the City. An average of twenty-four (24) hours per week for five (5) weeks has been assumed for field visits and observations.
- Submittal review is assumed to be twelve (12) submittals with 25-percent resubmittal.
- The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing as-built drawings.
- The City will coordinate directly with the contractor for testing, system shutdowns, and connections.
- Construction phase services defined in this Task are variable in nature and depend in part on the contractor awarded the project. RH2's estimate is based upon an experienced and reasonable contractor being awarded the construction contract. RH2 recommends the City budget the amount shown in the estimate plus a contingency amount. The contingency could cover additional services if a more intensive level of observation and construction support is necessary.

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- RFI and change order review and documentation, if required.
- Submittal and shop drawings review and documentation.
- Weekly construction meeting agenda and minutes.
- Construction observation and correspondence with the City and contractor, as needed, within the budgeted hours authorized. Construction observation reports from site visits to be provided to the City at progress meetings.
- Punch list following final walkthrough.
- Letter recommending project acceptance.
- Record drawings in PDF and AutoCAD® DWG format, including external references, prepared in accordance with City standards.

EXHIBIT B

Fee Estimate

City of Oregon City

Trillium Park Drive Landslide Mitigation, Phase 1 - Sewer Relocation

May 2020

	Description Classification Rate	Staff Engineer Professional II \$159.00	Project Engineer Professional III \$171.00	Project Manager Professional VII \$230.00	Engineering Geologist Professional VII \$230.00	Principal Professional VIII \$238.00	Administrative Support Administrative II \$84.00	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	-	-	16	-	-	4	20	\$ 4,016	-	\$ 101	\$ 4,117
1.1	Provide Project Administration and Reporting	-	-	16	-	-	4	20	\$ 4,016	-	\$ 101	\$ 4,117
Task 2	Additional Survey and Geotechnical Investigation	-	12	4	2	-	3	21	\$ 3,684	\$ 33,259	\$ 122	\$ 37,065
2.1	Perform Additional Survey and Update Base Maps	-	3	1	-	-	1	5	\$ 827	\$ 3,792	\$ 46	\$ 4,664
2.2	Prepare Legal Descriptions for Easement(s)	-	3	1	-	-	1	5	\$ 827	\$ 2,788	\$ 21	\$ 3,635
2.3	Perform Geotechnical Investigation	-	1	1	-	-	1	3	\$ 485	\$ 20,585	\$ 12	\$ 21,082
2.4	Prepare Geotechnical Report	-	5	1	2	-	-	8	\$ 1,545	\$ 6,095	\$ 43	\$ 7,683
Task 3	60-Percent Design	16	13	9	-	-	1	39	\$ 6,921	-	\$ 723	\$ 7,644
3.1	Prepare 60-Percent Design	16	10	6	-	-	-	32	\$ 5,634	-	\$ 674	\$ 6,308
3.2	Attend 60-Percent Review Meeting	-	3	3	-	-	1	7	\$ 1,287	-	\$ 49	\$ 1,336
Task 4	90-Percent Design	32	20	15	-	4	11	82	\$ 13,834	-	\$ 1,354	\$ 15,188
4.1	Prepare 90-Percent Plans and Specifications	32	16	8	-	-	8	64	\$ 10,336	-	\$ 1,231	\$ 11,567
4.2	Perform Quality Control Review	-	1	4	-	4	1	10	\$ 2,127	-	\$ 71	\$ 2,198
4.3	Attend 90-Percent Review Meeting	-	3	3	-	-	2	8	\$ 1,371	-	\$ 52	\$ 1,423
Task 5	Bid-Ready Design	10	5	5	-	-	4	24	\$ 3,931	-	\$ 436	\$ 4,367
5.1	Prepare Bid-Ready Plans and Specifications	10	5	5	-	-	4	24	\$ 3,931	-	\$ 436	\$ 4,367
Subtotal Design Tasks		58	50	49	2	4	23	186	\$ 32,386	\$ 33,259	\$ 2,737	\$ 68,382
Task 6	Services During Bidding	-	16	4	-	-	8	28	\$ 4,328	-	\$ 110	\$ 4,438
6.1	Respond to Bidder Questions and Prepare Addendum	-	8	2	-	-	4	14	\$ 2,164	-	\$ 55	\$ 2,219
6.2	Assist with Bid Opening and Bidder Evaluation	-	8	2	-	-	4	14	\$ 2,164	-	\$ 55	\$ 2,219
Task 7	Services During Construction	124	49	17	-	-	18	208	\$ 33,517	-	\$ 1,621	\$ 35,138
7.1	Prepare for and Attend Pre-Construction Conference	-	5	3	-	-	2	10	\$ 1,713	-	\$ 62	\$ 1,775
7.2	Review RFIs and Change Order Proposals	-	20	8	-	-	6	34	\$ 5,764	-	\$ 254	\$ 6,018
7.3	Review Submittals	20	8	2	-	-	-	30	\$ 5,008	-	\$ 125	\$ 5,133
7.4	Provide Periodic Field Observations and Attend Construction Meetings and Final Walkth	96	12	2	-	-	10	120	\$ 18,616	-	\$ 879	\$ 19,495
7.5	Prepare Record Drawings	8	4	2	-	-	-	14	\$ 2,416	-	\$ 300	\$ 2,716
Subtotal Bidding and Construction Services Tasks		124	65	21	-	-	26	236	\$ 37,845	-	\$ 1,731	\$ 39,576
PROJECT TOTAL		182	115	70	2	4	49	422	\$ 70,231	\$ 33,259	\$ 4,468	\$ 107,958

EXHIBIT C
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$143	\$/hr
Professional II	\$159	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$185	\$/hr
Professional V	\$200	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$230	\$/hr
Professional VIII	\$238	\$/hr
Professional IX	\$238	\$/hr
Control Specialist I	\$131	\$/hr
Control Specialist II	\$143	\$/hr
Control Specialist III	\$157	\$/hr
Control Specialist IV	\$169	\$/hr
Control Specialist V	\$180	\$/hr
Control Specialist VI	\$193	\$/hr
Control Specialist VII	\$208	\$/hr
Control Specialist VIII	\$216	\$/hr
Technician I	\$108	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$158	\$/hr
Technician VI	\$174	\$/hr
Technician VII	\$189	\$/hr
Technician VIII	\$199	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$84	\$/hr
Administrative III	\$100	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$136	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers: Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product: License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, ~~agents, Consultants,~~ and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim ~~caused or alleged to be~~ caused by the negligent acts, omissions, or errors ~~activities or services~~ by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, or errors ~~activities or services~~ in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided at the Consultant's standard expense rates. ~~free of cost to City.~~

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration

determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.