

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2021 SANITARY SEWER REHABILITATION – WASHINGTON STREET AND 99E

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **WALLIS ENGINEERING PLLC, LLC** (“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, 2021**, 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 **forty-eight thousand, one hundred and three and 87/100 dollars (\$48,103.87)**.
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:

WALLIS ENGINEERING, PLLC, LLC
251 W. 4th Street, Suite 200
Vancouver, WA 98660
Attention: Wes Wegner

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.

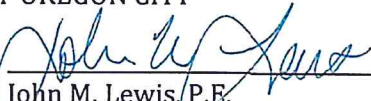
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 23rd day of March, 2021.

CITY OF OREGON CITY

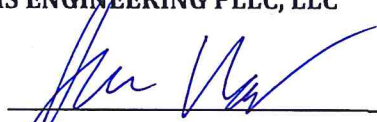
WALLIS ENGINEERING PLLC, LLC

By:



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

By:

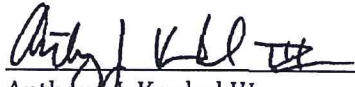


Name: Jane Vail

DATED: 3-18-21, 2021.

Title: Principal Engineer

By:



Anthony J. Konkol III
Title: City Manager

DATED: March 23, 2021.

DATED: 3-18-21, 2021.

APPROVED AS TO LEGAL SUFFICIENCY:

By:

City Attorney

\\depot\departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 21-004 2021 Sanitary Sewer Rehab - Washington St & 99E\CONSULTANT\Contract\CI 21-004 - PSA with Wallis Engineering.docx

PROJECT DESCRIPTION AND GENERAL SCOPE

The City of Oregon City (City) has identified a number of sanitary sewer pipes within their system that require more maintenance than is typical, due largely to aging pipes and structural defects. The City prefers to use CIPP lining to rehabilitate the existing pipes where possible, but some point repairs are expected for structural failures. Many of the manholes connected to these pipe segments also require rehabilitation or replacement. This project includes the rehabilitation of the sanitary system as described below:

Washington Street. The project area includes two 8-inch concrete pipe segments with a total length of approximately 288 feet located on Washington Street between 14th Street and 15th Street. Three service laterals are connected to the sanitary sewer main within the limits and will need be reconnected. One of the service laterals is believed to connect directly to a manhole. No manhole rehabilitation is anticipated.

7th Street & Highway 99E. This project area includes five 8-inch concrete pipe segments with a total length of 270 feet located between 7th Street and 8th Street and Hwy 99E, including the sewer crossing Hwy 99E before discharging the WES trunk line adjacent to the Willamette River. There are no laterals in this project area and manhole rehabilitation is anticipated for up to five manholes.

6th Street & Highway 99E. This project area includes four concrete and vitrified clay pipe segments including both 6-inch and 8-inch diameters for a total length of 550 feet located on Hwy 99E between Main Street and 6th Street. There are an unknown number of service laterals in this project area. Manhole rehabilitation or replacement is anticipated for up to five manholes.

The 2021 Sanitary Sewer Rehabilitation project consists of evaluating the condition of the existing sanitary sewer pipes and manholes, identifying rehabilitation or replacement options, coordination with ODOT for work in ODOT Right-of-Way, and preparing contract documents necessary to competitively bid the project. The project schedule assumes construction will take place in the summer of 2021 and the design phase will be completed from February to June 2021.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2021.

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Project Management and Administration

Provide management, coordination, and direction to the project design team to complete the project.

Prepare project schedules outlining design and deliverable milestones. Prepare monthly status reports and schedule updates to be included with consultant invoices. Coordinate project team meetings and prepare meeting agendas and minutes.

This task assumes the following meetings:

- 50% Design Review Meeting
- 90% Design Review Meeting

1.2 ODOT Coordination

Coordinate the proposed improvements with ODOT and obtain the necessary permits for construction.

Assumption:

- Design phase of the project is assumed to be March 2021 – May 2021.
- Bidding and Construction phase is assumed to be June 2021 – September 2021. Construction phase services are not included in this scope of work and will be addressed as part of a contract amendment if services are requested.
- City project manager or agents will complete all stakeholder coordination, public involvement, and lead and obtain all necessary permits.
- Wallis will coordinate the proposed work with ODOT and obtain utility and traffic control permits as needed for the work. A total of 16 hours is assumed to coordinate, apply and obtain the necessary ODOT permits.

Deliverables:

- Monthly status reports, schedule updates, and invoices.
- Meeting agendas and minutes.

TASK 2 DESIGN PHASE WORK

This task includes design and plan preparation for the replacement or rehabilitation of the sanitary sewer system at the identified locations. Included is preparing contract documents necessary to competitively bid the project. The plan and profile contract drawings will be scaled at 1" = 20'H and 1" = 5'V. The City's standard details will be utilized and supplemented with project specific details as required. The contract will be a unit-based contract structure following the 2018 ODOT Standard Specifications for Construction and amended with project specific special provisions. Specific design subtasks are listed below:

2.1 Data Collection, Evaluation, and Base Mapping

Review as-built/record drawings, pipe inspection videos, existing mapping, aerial photos, GIS provided by the City and private utility providers. Conduct site investigation of the project areas to verify mapping accuracy, examine the condition of manholes. Prepare a project base map utilizing City GIS data and measurements taken on site.

2.2 Utility Notification

Notify private utility providers of the proposed improvements and coordinate to determine if any of the proposed sanitary sewer work will be in conflict with existing private utilities. Maps of the project areas will be sent to each private utility. The maps will be followed up with phone conversations and a letter or email to each utility.

2.3 Recommendations Memorandum

Summarize the sewer evaluations in a memorandum and provide recommended rehabilitation improvements for each project area. The memorandum will include graphical representation of existing sewer pipe deficiencies and identify recommended methods of sewer rehabilitation. A brief narrative comparing steam cured CIPP and UV light cured CIPP will be included.

2.4 50% Design Documents

Plans will be prepared to 50% design level for sewer rehabilitation and replacement work as determined in previous phases. Drawing format will be AutoCAD Civil 3D 2018+, and will be prepared using standard City title block as provided by the City. Plans will include the following:

- Plans and detail sheets. This includes utility improvement plans, erosion control plans, demolition plans, and sewer bypass plans as deemed necessary.
- Traffic control, phasing and coordination details.
- Erosion control plans prepared to meet City standards.
- The following is the anticipated list of plan sheets:

<i>Description</i>	<i>Sheets</i>	<i>Running Total</i>
Cover, Drawing Index	1	1
Legend, General Notes, Traffic Control Notes and Phasing	1	2
OR 99E Traffic Control Plans	2	4
Typical Sections	1	5
Plan Sheet – Washington Street	1	6
Plan Sheet – 7 th Street & Highway 99E	1	7
Plan Sheet – 6 th Street & Highway 99E	2	9
Details	3	12

A 50% engineer's opinion of cost will be prepared.

2.5 90% Design Documents

The City's 50% submittal review comments will be incorporated into the 90% plans. Wallis will submit a PDF file of half size plan sheets, specifications, and an engineer's opinion of cost for City review.

2.6 Final Design Documents

The City's 90% submittal review comments will be incorporated into the final plans and specifications and a master set of signed contract documents will be provided to the City in PDF format to distribute through its online bidding system. A final engineer's opinion of cost will be submitted.

Assumptions:

- The City will provide City GIS information in AutoCAD format and available as-builts/record drawings for use by Wallis Engineering.
- The City will provide information on historical sewer maintenance issues.
- The City will provide invert elevations or depth to invert for all pipe segments to be rehabilitated.
- The City will provide sufficient video of all sanitary sewer segments needed to evaluate rehabilitation options.
- The City will identify all active sanitary sewer laterals within the limits of pipe rehabilitation/replacement.
- Lateral rehabilitation will be limited to short CIPP liners at the connection points.

- No sewer capacity or modeling of existing systems is required.
- No upsizing of existing lines anticipated.

Deliverables:

- Project base map in AutoCAD format.
- Utility contact list.
- Recommendations Memorandum.
- 50% Design Plans and Estimate.
- 90% Design Plans, Specifications, and Estimate.
- Final Contract Documents.

TASK 3 BIDDING SERVICES

Wallis Engineering will provide bidding services to the City, including responding to bidder's questions and preparing addenda. Following the opening of bids, the bid tab and summary sheet of all bidder questions and responses will be provided to the City. The apparent low bidder's documents, bonds, and licenses will be reviewed prior to recommending award to the City. A total of 12 hours is allotted to this task, and the City will be notified immediately if additional time is needed.

Assumptions:

- The City will distribute the contract documents, maintain a planholders list, and distribute addenda as needed.

Deliverables:

- Addenda as necessary.
- Recommendation to Award.

TASK 4 CONSTRUCTION SERVICES – *Not included at this time*

Fee Estimate

City of Oregon City | 2021 Sanitary Sewer Rehabilitation

February 2021 | WE# 1507A

		EM3	EM1	PE5	PE2	SE1	T3	A6	A4	A3	Wallis Labor	Expenses	Total Cost
		\$189.07	\$176.25	\$149.54	\$130.32	\$101.48	\$115.36	\$111.09	\$94.00	\$83.32			
Task 1	Project Management and Administration												
1.1	Project Management and Administration		20		10			8	2		\$ 5,904.92	\$ -	\$ 5,904.92
1.2	ODOT Coordination				16						\$ 2,085.12	\$ -	\$ 2,085.12
	TASK 1 SUBTOTAL	0	20	0	26	0	0	8	2	0	\$ 7,990.04	\$ -	\$ 7,990.04
Task 2	Design Phase Work												
2.1	Data Collection, Evaluation, and Base Mapping		4		20	8	12				\$ 5,507.56	\$ 40.00 (M)	\$ 5,547.56
2.2	Utility Notification				4						\$ 521.28	\$ -	\$ 521.28
2.3	Recommendations Memorandum	1	2		8				2		\$ 1,772.13	\$ -	\$ 1,772.13
2.4	50% Design Documents	2	12		40		20		2		\$ 10,201.14	\$ -	\$ 10,201.14
2.5	90% Design Documents	4	16		50	16	24		4		\$ 14,860.60	\$ -	\$ 14,860.60
2.6	Final Design Documents	2	8		24		8		2		\$ 6,026.70	\$ 50.00 (P)	\$ 6,076.70
	TASK 2 SUBTOTAL	9	42	0	146	24	64	0	10	0	\$ 38,889.41	\$ 90.00	\$ 38,979.41
Task 3	Bidding Services												
3.1	Bidding Services		2		6						\$ 1,134.42	\$ -	\$ 1,134.42
	TASK 3 SUBTOTAL	0	2	0	6	0	0	0	0	0	\$ 1,134.42	\$ -	\$ 1,134.42
	Project Subtotal	9	64	0	178	24	64	8	12	0	\$ 48,013.87	\$ 90.00	\$ 48,103.87

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 48,013.87
Wallis Expenses	\$ 90.00
<i>(M) = Mileage at current IRS Rate, (P) = Printing</i>	
TOTAL BUDGET	\$ 48,103.87



RATE SCHEDULE

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$150.61	\$150.61
Senior Engineer	\$206.16	\$206.16
Engineering Manager I - VI	\$176.25	\$202.95
Project Engineer I - IX	\$124.98	\$174.11
Staff Engineer I - IV	\$101.48	\$122.84
Engineering Intern I - III	\$63.02	\$69.43
Designer	\$119.64	\$145.27
Landscape Architect	\$133.52	\$133.52
Construction Manager	\$122.84	\$122.84
Inspector I - II	\$94.00	\$110.02
Technician I-IV	\$83.32	\$121.77
Administrative I – VI	\$50.20	\$111.09

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

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, 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, 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 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 give written notice to that effect to the other party

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

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.