

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and GRI ("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 **October 31, 2017**, 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 **Fifty-nine thousand nine hundred and 00/100 dollars (\$59,900.00)**.

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:

GRI
9750 SW Nimbus Avenue
Beaverton, OR 97008
Attention: A. Wesley Spang

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 1st day of May, 2017.

CITY OF OREGON CITY

GRI

By: Anthony J. Konkol, III
Anthony J. Konkol, III
Title: City Manager

By: Wesley Spang
Title: PRINCIPAL

DATED: 4-19, 2017.

DATED: 5-1, 2017.

APPROVED AS TO LEGAL SUFFICIENCY:

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

By: [Signature]
City Attorney

DATE: 4/19/17



9750 SW Nimbus Avenue
Beaverton, OR 97008-7172
p | 503-641-3478 f | 503-644-8034

April 27, 2017

PRO OREGON CITY OPS CENTER

REVISED

City of Oregon City
Public Works Department
122 South Center Street
Oregon City, OR 97045

Attention: Martin Montalvo

**SUBJECT: Proposal for Geotechnical Investigation
Oregon City Public Works Operations (OPS) Center
122 S. Center Street
Oregon City, Oregon**

GRI is pleased to submit this proposal to conduct a geotechnical investigation for the proposed improvements to the Oregon City Public Works OPS Center. The improvements are planned on the east side of S. Center Street, north of S. 2nd Street, west and north of Water Board Park Road, and south of residential properties. Our investigation will consist of a review of available geologic information, site reconnaissance, rock mass characterization survey, subsurface explorations, laboratory testing, engineering analyses, and preparation of a report. The report will summarize our findings and present our recommendations for the proposed improvements.

SITE DESCRIPTION

General

The site occupies an area approximately 650 ft long by 450 ft wide. Based on our observations during site walks on February 24, 2017, and April 19, 2017, and review of available topographic maps, the northwest portion of the site is relatively flat, surfaced with asphalt concrete (AC) pavement, and contains an office building and several tilt-up maintenance equipment storage buildings. The east and southeast portions of the site are relatively flat and contain several buildings that appear to be of wood-frame construction. The majority of the southeast portion of the site is surfaced with AC pavement or grass. A near-vertical rock face extends in a generally southwest-to-northeast direction across the northwest portion of the site. Site grades on the northwest side of the rock face are generally about 40 ft lower than site grades to the southeast. A rockery wall supports John Adams Street above S. Center Street. The rockery wall appears to be up to about 10 ft tall. Center Street and John Adams Street are surfaced with AC pavement. Large basalt blocks up to about 6 ft in diameter were observed where exposed along S. Center Street. Relatively wide discontinuity apertures were observed and several blocks appeared to be overhanging wedges with little support beneath the block. Rock debris could be observed at the base of the slope at a few locations, potentially indicating recent rockfall event(s). South of the project site, grades slope steeply upward. Areas of landslide topography were observed south of Water Board Park Road south of the project site. Standing water was observed in the grassy area near the northeast corner of the site.

Geology

The project area is located on a west-facing bluff along the Willamette River. Rock units mapped near Center Street include, from oldest to youngest, Neogene Columbia River Basalt, Neogene/Quaternary Troutdale Formation, and Quaternary Boring Lava. Columbia River Basalt is exposed along the northwest portion of the site and generally consists of resistant, hard, dark-gray to black basalt. The Troutdale Formation consists of poorly indurated sedimentary rock, mostly siltstone (Ma et al., 2009). In the project area, the Troutdale Formation is not well exposed and is locally prone to slope instability.

The Oregon Department of Geology and Mineral Industries (DOGAMI) is the state agency responsible for geologic hazard mapping for the State of Oregon. DOGAMI has indicated in its statewide landslide hazard database that on the slope immediately adjacent to the south side of the site is a prehistoric (> 150 years) rotational rock slide with earthflow features, referred to as Oregon City 243 (Burns et al., 2013). Additionally, the area south of Water Board Park Road is mapped as having a moderate to high landslide susceptibility on the DOGAMI Statewide Landslide Information Database for Oregon (SLIDO). The mapping of landslide deposits are based, in part, on light detection and ranging (lidar)-derived elevation data and interpretation of surface topography typical of landslide features.

Groundwater

Groundwater depth at the site is inferred to be about 62 ft at the southeast portion of the site and 33 ft at the northwest portion of the site (Snyder 2008). However, localized perched conditions may occur at shallower depths within the surficial soils during periods of prolonged or intense precipitation. Based on local topography, groundwater likely flows northwest toward the Willamette River.

PROJECT DESCRIPTION

Based on review of the January 31, 2017, Oregon City Public Works OPS Center 2017 Master Plan Amendment, the existing OPS Center will be redesigned in a three-phase approach. The initial phase will include demolition of the existing wood-frame structures located in the east/southeast portion of the site and construction of a new two-story office building with a footprint of about 8,150 sq ft; three one- to two-story storage buildings or covered parking areas, associated AC parking areas, and access roads in the east/southeast portion of the site; and an elevator founded at the base of the near-vertical 40-ft-tall rock slope to provide pedestrian access from the northwest portion of the site to the new office building. Phase Two of the development will include demolition of the four existing buildings located in the northwest portion of the site and construction of two new one- to two-story storage buildings in the northwest portion of the site. Phase Three will include construction of one additional building near the southeast corner of the site.

Although not identified by phase in the 2018 Master Plan Amendment, we understand stormwater swales for on-site infiltration of stormwater are proposed for the existing grassy area near the northeast corner of the site and the gravel parking lot southwest of the intersection of S. 1st Street and S. Center Street. Additional improvements will include rebuilding/redesign of the retaining wall supporting John Adams Street above S. Center Street, and full reconstruct of the AC pavement section for S. Center Street from about 100 ft north of intersection with S. 1st Street to the intersection of S. 2nd Street. A full pavement reconstruct of S. 1st Street within approximately 100 ft of S. Center Street in front of the OPS Center property is also being proposed.

APPROACH AND SCOPE OF WORK

Our proposal is based on our understanding of geologic conditions at the site, our experience with similar projects in Oregon City; review of the Oregon City OPS 2017 Master Plan Amendment presentation; our observations during our February 24, 2017, and April 19, 2017, site walks; information provided in the geotechnical proposal request, and discussions during our on-site meeting with you on April 19, 2017. This project includes some relatively unique challenges with regard to the proximity of project elements to mapped landslide deposits and potential rockfall hazards. Our suggested approach, described below, has been prepared to reduce the geotechnical uncertainties associated with the project.

Project improvements are planned immediately adjacent to a near-vertical rock face. We recommend a rock mass characterization be completed of the existing rock face. The characterization work will be completed to identify areas of rock mass weakness, discontinuity orientations, block overhangs, and degrees of weathering. These results will be used to evaluate the potential rockfall hazards observed at the site for the development of concept-level preliminary design alternatives. In addition, due to the close proximity of planned improvements to the edge of the vertical rock face, we recommend at least two drilled borings with rock coring be completed along the top of the rock slope. We recommend the boring depths extend to the base of the vertical slope to evaluate rock hardness, degree of weathering, and discontinuities. The data collected during the investigation would be used to provide full mitigation design recommendations for rockfall design near the planned location of the elevator. In addition, preliminary rockfall mitigation concepts for the remainder of the vertical rock slope would be provided. Following the selection of the preferred design alternative, additional rock engineering design will likely be necessary.

As previously mentioned, areas of landslide topography were observed south of Water Board Park Road to the south of the project site and are geologically mapped by DOGAMI (Burns et al., 2013). It is our understanding that recommendations for landslide mitigation are not part of this scope of work. This scope of work will address potential risks of slope movement along the southern property boundary of the proposed operations center, but does not address the larger landslide hazard farther to the south. We recommend the installation of two inclinometers along Water Board Park Road near areas of observed surface movement or distress to assist in assessing the subsurface conditions of the landslide materials near the southern edge of the property. The inclinometers would be installed 20 ft into the underlying rock.

The scope of work, discussed in further detail below is intended to reduce the risk of change of conditions during construction and is based on our understanding of the typical soil and rock conditions at the site and our experience in the Oregon City area. In addition, based on the results of this subsurface investigation, additional explorations may be considered to further evaluate the subsurface variability.

The proposed geotechnical investigation will include the following items of work:

- 1) Existing maps and technical reports published by the US Geological Survey (USGS) and the Oregon Department of Geology and Mineral Industries (DOGAMI) will be reviewed for pertinent geologic, hydrogeologic, and soils information. Airborne laser elevation point cloud data collected by lidar methods will be obtained and processed to produce lidar-derived imagery used in the evaluation of topographic features and slope hazards at the site.

- 2) A geologic site reconnaissance will be completed to collect site data and conduct limited surface mapping. The surface mapping will include evaluation of lidar elevation data, geologic mapping, and mapping of other relevant surface data. Particular attention will be directed toward identifying surface features, such as springs or seeps, rock mass characteristics, rock joints and fractures, and other obvious visible signs of potential slope instability. Selected samples of the rock may be obtained for laboratory testing that could include standard classification tests and rock strength testing.
- 3) Nine mud-rotary borings will be drilled to provide subsurface information near the area of observed landslide features, near the vertical rock face, and near the rockery retaining wall to be rebuilt. The mud-rotary borings will be completed with a rubber-tired, truck-mounted drill rig.

The depth of the borings will depend on the materials encountered, particularly with respect to depth of intact rock. It is estimated the borings will extend to depths ranging from about 25 to 50 ft, unless sufficiently hard rock to allow coring is encountered at shallower depths.

Of the nine mud-rotary borings planned, two are planned along Water Board Park Road and will extend 20 ft into competent rock. Inclinator casing will be installed to the bottom of the borings.

Two of the mud-rotary borings are planned near the south edge of the property north of Water Board Park Road. The borings will extend to a depth of 25 ft or cored 5 ft into competent rock, whichever is shallower. The borings are planned near the proposed fleet shop and Phase Three storage facility buildings.

Two of the mud-rotary borings are planned near the top of the vertical rock slope. The borings will be located near the alignment of the elevator and two-story office building. The borings will be completed using mud-rotary or rock coring techniques to the bottom of the vertical face, anticipated at depths of about 40 ft.

One of the mud-rotary borings is planned near the bottom of the vertical wall face near the planned location of the elevator. The boring will be drilled to a depth of 40 ft or cored 20 ft into competent rock, whichever is shallower.

Two of the mud-rotary borings are planned along John Adams Street near the location of the existing rockery wall. The borings will be drilled to a depth of 25 ft or cored 5 to 10 ft into competent rock, whichever is shallower.

Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth in the upper 15 ft and at 5-ft intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of a member of GRI's engineering or geology staff who will locate the general areas for drilling and maintain a log of the materials and conditions uncovered during the course of the work.

- 4) Eleven solid-stem auger borings will be advanced to depths ranging from 3 to 25 ft to provide information on subsurface conditions for the tool storage building, covered truck parking buildings, parking areas, stormwater swales, and S. Center Street improvements. The borings will be completed using a trailer-mounted drill rig.

Four of the solid-stem auger borings will be advanced to depths of 25 ft, or refusal drilling condition in the areas of the proposed tool storage building and three covered truck parking buildings, to provide information necessary to suitably found the buildings.

Five of the solid-stem auger borings will be advanced to depths of 10 ft, or refusal drilling conditions, to evaluate subsurface conditions in the proposed parking lots, and S. Center Street. Of these five borings, three are planned along S. Center Street and the existing AC section will be cored at these locations. The borings completed along S. Center Street will require traffic control to close down a lane of the roadway.

Two of the solid-stem auger borings will be completed to depths of about 3 ft in the areas of the proposed stormwater swales.

Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth in the upper 15 ft and at 5-ft intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of a member of GRI's geotechnical or geology engineering staff who will locate the general areas for drilling and maintain a log of the materials and conditions uncovered during the course of the work.

- 5) Two infiltration tests will be completed within the borings completed in the proposed stormwater swales at depths of about 3 ft to complete infiltration testing in general accordance with applicable requirements in the City of Portland 2016 Stormwater Management Manual using the Encased Falling-Head test. A PVC casing will be used to keep the borehole open during the duration of testing. The soil will be saturated prior to infiltration testing by adding water into the casing to a height of at least 12 in. above the soil in the bottom of the casing. Following saturation, individual tests will be completed by re-filling the casing with about 12 in. of water and periodically measuring the water level over one hour or until all the water has drained.

- 6) Obtain Oregon City Right of Way (ROW) permit to complete borings within the travel lane of S. Center Street. We have assumed any permit fees will be waived. We have assumed a traffic control plan will be required prior to issuing ROW permits for S. Center Street.
- 7) Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The laboratory tests will include standard classification tests, such as natural water content and unit weight determinations, as well as strength and consolidation testing, if appropriate. The latter will provide the quantitative data necessary for the various foundation design studies, such as foundation types and estimated settlements. In addition, two to three unconfined compression strength tests will be completed on suitable intact rock core samples (if obtained) near the crest of the vertical rock face to provide information on appropriate bond strengths for rock bolts/anchors.
- 8) Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) excavation, including wet-weather construction, and the suitability of on-site soils for use as structural fill; (2) estimated location of rock (if present) and excavation means and methods; (3) types of foundations; (4) allowable bearing pressures and bearing strata; (5) estimated settlements (total and differential); (6) floor support and subdrainage requirements; (7) design lateral earth pressures and coefficient of base friction; (8) utilities; (9) seismic design criteria, including liquefaction, dynamic settlement, and site classification in accordance with the current International Building Code (IBC and Oregon Structural Specialty Code (OSSC); (10) slope stability; (11) rockfall hazard evaluation; (12) rock slope stability and rock slope mitigation design recommendations near the planned location of the elevator; (13) preliminary rockfall mitigation concepts of rockfall hazards for the remainder of the vertical rock slope; (13) pavement design for parking lots and private access road; and (14) design one new flexible pavement section for Center Street in general conformance with the Oregon Department of Transportation (ODOT) practices, which are based on the American Association of Highway and Transportation Officials (AASHTO) methodologies.
- 9) A report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in electronic format for your use and distribution.
- 10) GRI will attend up to two, two-hour meetings and provide post-report consultation as requested by the project team.

ASSUMPTIONS

- 1) Our proposal assumes that petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop drilling, put the drilling subcontractor and our

field staff on standby, and contact you for further guidance. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis in accordance with the attached Fee Schedule.

- 2) We assume that all property access approvals will be coordinated and completed by others. We assume that our field work can be completed without time delays associated with property access approvals. If access to subsurface explorations is delayed due to lack of property access approvals or other property access issues, we will put the drilling subcontractor and our field staff on standby, and contact you for further guidance.
- 3) Topographic survey of the project site and slopes to the south of the project site will be required to complete our stability analysis. We have assumed the topographic survey will be provided by others.
- 4) Our pavement design studies assume S. Center Street and S. 1st Street will be a full reconstruct and that traffic counts and vehicle breakdown by Federal Highway Administration (FHWA) truck classification for our pavement design studies will be provided by others. We have assumed that the pavement design for S. Center Street will be used for S. 1st Street. In addition, the pavement reconstruct will be limited to S. Center Street from about 100 ft north of the intersection with S. 1st Street to the intersection of S. 2nd Street. The full pavement reconstruct of S. 1st Street will be limited to within approximately 100 ft of S. Center Street.
- 5) It is our understanding John Adams Street and Water Board Park Road are private roads that will not require traffic control plans or ROW permits. It is also our understanding the City will close John Adams Street to traffic while borings are being completed along the roadway.
- 6) Steel bollards restricting vehicular access to Water Board Park Road will be removed by others for drill rig access.
- 7) Our cost estimate assumes the inclinometers will be read a total of three times, with the first reading completed near the time of installation.

SCHEDULE

We are currently scheduled to complete the solid-stem auger borings on May 18 and 19, 2017, following your authorization to proceed. We are scheduled to complete the mud-rotary borings between June 5 and 9, 2017. It is anticipated the final report on the investigation can be submitted to you within six weeks after the completion of all field work. Information can be submitted to the project team informally as soon as it becomes available from the studies.

FEE

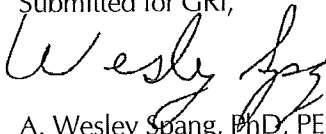
The services will be provided in accordance with the attached General Conditions of the Proposal. The fee for the above-described work will be computed on a time-and-expenses basis in accordance with the attached Fee Schedule. Our estimated costs for the investigation are summarized below:

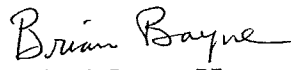



Subsurface Explorations	
Mud-rotary Drilling Subcontractor.....	\$ 16,500
Solid-stem Drilling Subcontractor.....	2,750
Traffic Control Plans/Flaggers	1,650
Private Utility Locator.....	500
GRI Engineering Staff (Drilling/Locates/Obtaining Permits).....	10,000
GRI Geologist (Geologic Reconnaissance)	2,500
GRI Engineering Staff (Three inclinometer measurements)	1,500
Laboratory Testing	5,000
Engineering and Report	17,000
Meetings and Post-Report Consultation	2,500
Estimated Total:	\$ 59,900

We request that you provide formal authorization for our services by signing and returning one copy of the attached General Conditions of the Proposal. We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Submitted for GRI,


A. Wesley Spang, PhD, PE, GE
Principal


Brian J. Bayne, PE
Senior Engineer


Michael S. Marshall, CEG
Project Geologist

Enclosures: General Conditions of the Proposal
Fee Schedule

References

Ma, L., Madin, I.P., Olson, K.V., Watzig, R.J., Wells, R.E., Niem, A.R., and Priest, G.R., 2009, Oregon geologic data compilation [OGDC], release 5 (statewide): Oregon Department of Geology and Mineral Industries, Digital Data Series OGDC-5, scale 1:100,000.

Burns, W.J., Mickelson, K.A., Jones, C.B., Pickner, S.G., Hughes, K.L.B. and Sleeter, R., 2013, Landslide Hazard and Risk Study Northwestern Clackamas County, Oregon: Oregon Department of Geology and Mineral Resources, Open File Report O-13-08.

Snyder, D.T., 2008, Estimated depth to ground water and configuration of the water table in the Portland, Oregon area: U.S. Geological Survey Scientific Investigations Report 2008-5059, 40 p. (Available at <http://pubs.usgs.gov/sir/2008/5059/>).

GENERAL CONDITIONS OF THE PROPOSAL

GRI
 9750 SW Nimbus Avenue
 Beaverton, Oregon 97008
 (503) 641-3478

Attachment to Proposal Dated: April 27, 2017

To: City of Oregon City / Oregon City, Oregon

For: Geotechnical Investigation
 Oregon City Public Works Operations (OPS) Center
 122 S. Center Street
 Oregon City, Oregon

PROFESSIONAL SERVICES

Fees for services by GRI's professional, technical, and clerical personnel will be charged according to time expended on the project at rates shown on the attached schedule.

SERVICES, SUPPLIES PROVIDED BY OTHERS, AND REIMBURSABLE EXPENSES

Charges for services, equipment, and supplies not provided directly by GRI will be computed at cost plus 10%. This includes surveying services, land subsurface explorations, construction equipment, testing laboratories, contract labor, shipping charges, living expenses, printing and reproduction, communication and miscellaneous supplies and rentals.

EQUIPMENT CHARGES

Charges for equipment furnished by GRI will be computed in accordance with the unit rates shown on the attached Fee Schedule.

RIGHT-OF-ENTRY

Unless otherwise agreed, you will furnish right-of-entry to the land or structures for us to make planned borings, surveys, and other explorations. We will take reasonable precautions to minimize damage to the land or structures from use of equipment, but have not included in our fee the cost for restoration of damage, which may result from our operation. If you desire us to restore the land or the structures to their former condition, we will accomplish this and add the cost to our fee.

UTILITIES

In the performance of our work, we will take all reasonable precautions to avoid damage or injury to subsurface structures or utilities. The Client/Owner agrees to hold us harmless for any damages to subsurface structures or utilities, which are not called to our attention and correctly shown on the plans furnished.

SAMPLES

All samples will be discarded thirty (30) days after submission of our report, unless you advise us otherwise. Further storage or transfer of samples can be made at your expense upon written request.

INVOICING OF PAYMENT

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice. Interest will be added to overdue accounts at the rate of 1.5% for each month of delinquency.

INSURANCE AND INDEMNITY

Our firm represents and warrants that it and its agents, staff, and consultants employed by it, is and are protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to the Client/Owner upon request in writing. Within the limits and conditions of such insurance, and subject to the Limitation of Remedies clause below, we agree to indemnify and save Client/Owner harmless from and against any loss, damage, or liability to the extent caused by any negligent acts by us, our agents, staff, and any consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any acts by Client/Owner, its agents, staff, and other consultants or contractors employed by it. Our defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of our actual indemnity obligation hereunder.

GENERAL CONDITIONS OF THE PROPOSAL (continued)

GRI

9750 SW Nimbus Avenue
Beaverton, Oregon 97008
(503) 641-3478

Attachment to Proposal Dated: April 27, 2017

To: City of Oregon City / Oregon City, Oregon

For: Geotechnical Investigation
Oregon City Public Works Operations (OPS) Center
122 S. Center Street
Oregon City, Oregon

CONSEQUENTIAL DAMAGES

Neither Client/Owner nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

OWNERSHIP AND USE OF DOCUMENTS

Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

Electronic Media. Engineer may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Engineer in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Engineer's electronic Documents and media will conform to Engineer's standards. Engineer will provide any requested electronic Documents for a 30-day acceptance period, and Engineer will correct any defects reported by Client to Engineer during this period. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Engineer's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Engineer's express prior written consent. Client waives any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Engineer from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Engineer's prior written consent.

STANDARD OF CARE

Service performed by GRI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions under similar circumstances on similar projects. No warranty, expressed or implied, is made.

GENERAL CONDITIONS OF THE PROPOSAL (continued)

GRI

9750 SW Nimbus Avenue
Beaverton, Oregon 97008
(503) 641-3478

Attachment to Proposal Dated: April 27, 2017

To: City of Oregon City / Oregon City, Oregon

For: Geotechnical Investigation
Oregon City Public Works Operations (OPS) Center
122 S. Center Street
Oregon City, Oregon

STANDARD OF CARE (continued)

Client/Owner recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GRI and that the data, interpretations and recommendations of GRI are based solely on the information available to us. GRI will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

TERMINATION

In the event of termination, or suspension of work for more than three (3) months prior to completion of all reports contemplated by this Agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records, and reports.

ASSIGNS

During the term of this Agreement and following its interpretation for any reason, neither the Client/Owner nor GRI may delegate, assign, sublet, or transfer their duties or interest in this Agreement without the written consent of the other party.

PROTECTION FROM THIRD-PARTY SUITS

Should GRI be named as a third-party defendant in any litigation brought against the Client/Owner or contractors, the Client/Owner agrees to provide counsel for GRI's defense or to reimburse the reasonable costs thereof. Further, Client/Owner shall defend, indemnify and hold GRI harmless from any and all suits, claims, damages, expenses, losses, or injuries arising out of or in any way related to this Agreement or this project, except to the extent caused by GRI's negligence.

SCOPE OF AGREEMENT

The agreement between the two parties, i.e., GRI and the Client/Owner, consists of the specific items of work outlined in the attached proposal and the general conditions outlined in this document.

LIMITATION OF REMEDIES

It is understood and agreed that the Client/Owner recognizes GRI has neither created nor contributed to the creation, existence, or exacerbation of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. The Client/Owner agrees that, to the fullest extent permitted by law, GRI's total liability to the Client/Owner is limited to \$1,000,000 for any and all of the Client/Owner's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including any indemnity obligation under this Agreement. Such causes include, but are not limited to, GRI's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

Client/Owner

Representative (Print Name)

Signature

Date

Consultant **GRI**

Principal or Associate

Date

April 27, 2017

Return one signed original to GRI

EXHIBIT A

GRI
Beaverton, Oregon

2017 FEE SCHEDULE

Personnel	Rate/Hour
Principal	\$ 215
Associate	\$ 190
Senior Engineer/Geologist	\$ 160
Project Engineer/Geologist	\$ 140
Staff Engineer/Scientist	\$ 115
Engineering Assistant	\$ 90
Contract Administrator	\$ 125
Technical Editor	\$ 120
Drafter	\$ 100
Secretarial Services	\$ 65

Other Charges

Vehicle:	Vehicles will be billed at the current IRS business mileage reimbursement rate.
Fill Control Equipment:	Nuclear Density Gage rental will be billed at \$5 per hour, with maximum charge of \$25 per day or \$125 per week.
Reproduction:	In-house reproduction, \$0.10 per sheet.
Field Instrumentation and Monitoring Equipment:	Due to varied conditions, equipment requirements, location and use, rates for field instrumentation, monitoring, and other specialized equipment will be provided as required.
Subcontractor Services:	Charges for subcontractor services will be computed at cost plus 10%.
Travel and Subsistence:	All charges related to travel and subsistence will be computed at cost.

(LAST REVISED 5/1/2016)

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 above, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor 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.

(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 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 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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

5. No Third-Party Beneficiaries. City and 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 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 Consultant under this Agreement and, unless Consultant is subject to back-up withholding, 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 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, 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 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 City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to 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. Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 \$1,000,000 combined, single-limit, per-occurrence/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.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

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 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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.