

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2018 OREGON CITY ROADWAY RECONSTRUCTION (CI 18-001)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and MURRAYSMITH, INC. ("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, 2018**, 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 **three hundred forty-two thousand three hundred fifty-five and 00/100 dollars (\$342,355.00)**.

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 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:

Murraysmith, Inc.
888 SW 5th Ave, #1170
Portland, OR 97204
Attn: Bill Evonuk

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 _____ day of _____, 2018.

CITY OF OREGON CITY

MURRAYSMITH, INC.

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

By: _____
Title: _____

DATED: _____, 2018.

DATED: _____, 2018.

By: _____
John M. Lewis
Title: Public Works Director

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

EXHIBIT A

SCOPE OF WORK ENGINEERING SERVICES FOR 2018 PAVEMENT IMPROVEMENTS CITY OF OREGON CITY

Background

The City of Oregon City's (City) transportation system includes about 125 miles of City-owned surface streets of varying size and capacity requiring periodic maintenance to keep them operational. The City established a Pavement Maintenance Utility Fee (PMUF) in 2007 to address maintenance needs for these streets. A significant portion of the fees collected are to be spent on reconstruction/restoration of existing roadways. Murraysmith provided services to the City in 2012, 2013 and 2014 to complete pavement rehabilitation designs using this funding.

Project Description

This project will include the design and construction of streets identified for pavement rehabilitation in 2018. The planned street segments to be rehabilitated and designed by the Consultant are listed below in Table 1.

Table 1
Street Rehabilitation List for 2018

Street	From	To	Length (ft)	Existing Curb Ramp Corners	Anticipated Curb Ramp Corners to be Reconstructed	Anticipated Curb Ramp Corners Requiring Detailed Survey
10th	Main	Singer Hill	135	0	0	0
12th	Center	Washington	265	4	4	2
S. 2nd	High	Center	225	0	0	0
*High	S. 2nd	3rd	1,400	29	29	4
Partlow	S. End	Central Point	2,335	18	18	0
Tumwater	McLoughlin	S. 2nd	460	0	0	0
Roundtree	Warner Parrot	Central Point	1,800	2	2	0
Polk	7th	9th	615	4	4	0
Total			7,035	57	57	6

*A portion of the work for these streets has already been partially designed as part of prior services by others.

City Responsibilities

The City of Oregon City will be responsible for the following:

- Provide a project engineer/manager who is responsible for overall project management and will provide coordination between the consultant and the City.
- Establish the work scope and design parameters for each project, including related standards.
- Provide the Consultant copies of all available, relevant City utility "as-built" plans, topographical maps, reports and studies pertinent to the project.
- Provide Consultant with GIS technical support including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide Consultant with the City's standard drafting frame, title block and a Drafting Standards Manual.
- Provide Consultant with digital copies of the City's standard construction specifications, details and "front end" bidding document sections.
- Provide timely review and comment on all reports, drawings and specifications submitted by Consultant to City for review and approval.
- Submit applications to the State and/or County and railroad for required permits and pay applicable permit fees. (Note: Consultant will prepare permit applications and associated accompanying materials).
- Maintain records and process Consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications as necessary to the public and business community regarding the nature and timing of the work to be completed.
- Participate in field walk through with Consultant staff to verify pavement rehabilitation treatments.
- Advertise and manage the bidding process for construction.
- Review and approve contractor payments and any construction contract change orders.
- Assist Consultant with final construction inspections and provide feedback for punchlist items.
- Coordinate with property owners for right-of-way dedications and process all dedications.

Proposed Scope of Services

The scope of design and construction phase engineering services for the contemplated work is presented below.

Task 1 – Project Management

This effort covers the administration and coordination of the Consultant's staff, subconsultants, and the interface with the City project manager and other City staff. The effort will include the following subtasks:

- The budget assumes two (2) design review meetings will occur, one after the 50% submittal and one after the 90% design submittal, respectively. Consultant will schedule and lead project meetings and prepare meeting agendas and minutes. For estimating purposes, it is assumed two (2) Murraysmith team members will be present at each team meeting.
- Coordinate submittal and review of plans, bid items and quantities, and estimate by the City at the 50% and 90% level of completion.
- Process and submit monthly billings with a summary of project status by task and subtask, including a summary of invoicing from subconsultants retained for this project.
- Overall project coordination including preparation and maintenance of the overall project schedule, internal project meetings, and managing staff, subconsultants and other resources as needed to meet scheduled milestones.

Task 1 Deliverables

- Invoices and Progress Reports (monthly)
- Project Design Schedule
- Meeting agendas and minutes

Task 2 - Surveying

Task 2.1 Topographic Survey

Consultant will complete topographic surveying services necessary for street improvements, sidewalk curb extensions and curb ramp designs at select locations. Designs for the majority of street improvements and sidewalk curb ramp retrofits will be based on available GIS data, field hand measurements, conceptual sketches and standard drawings without topographic survey. The topographic survey limits for this scope of services will include the following:

- South 2nd Street:

Perform detailed topographic survey from right-of-way to right-of-way (see end of section for description) for S. 2nd Street from 20 feet west of the intersection of S. 2nd Street and S. High Street to the center of the intersection of S. 2nd Street and S. Center Street.

- Partlow Road

Perform detailed topographic survey from right-of-way to right-of-way at locations where sidewalk does not currently exist on the south side of the street in order to design a consistent street profile where new sidewalk will be added.

- Curb Ramp Retrofits and Curb Extensions:

Perform detailed topographic survey at two future curb extension locations on S. High Street (locations TBD), four curb ramp retrofit locations at the intersection of S. 2nd Street and S. High Street, and two curb ramp retrofit locations at the intersection of 12th Street and Center Street.

Detailed topographic survey work will include field survey of existing above ground features (i.e. edge of pavement, curb ramps, grade breaks, concrete sidewalk joints, buildings, improvements, trees (label size and species of all trees greater than 5-inch dbh), shrubs, utilities, signs, survey monuments, etc.) as well as elevations with one-foot contour intervals. Additional survey points will be taken (minimum 1-foot on center) within five feet of proposed curb extension locations to determine drainage alterations along the new curb line. The below ground utilities will be located from one-call locate paint marks and surveyed, including at grade castings and pipe invert elevations at manholes and inlets.

Task 2.2 Preliminary Monument Research

Since pavement rehabilitation has the potential to disturb existing monuments, research will be completed for the project streets to determine which monuments may be affected. It is also possible property corners may be disturbed as part of curb ramp construction. To minimize the risk of disturbance, work will include:

- Researching Clackamas County survey records for recorded surveys, subdivision plats and road drawings that show the location of survey monuments and property corners that have been previously set within the work limits.
- Researching City records that describe the location of City benchmarks in the areas of construction.
- Field verifying presence of monuments, property corners and benchmarks.
- Using the research described above, markup of the approximate locations on the project plans and incorporation of this information into the plans in the 90% design documents.

Task 2.3 Pre-Construction Monument Survey

It is assumed the contractor will be required to preserve or install monument boxes as needed to aid in the process of re-establishing monuments and property corners. Consultant will provide pre-construction survey services for preserving monuments, property corners and benchmarks described as follows:

- Establishing survey control and field locating existing centerline monuments, property corners and benchmarks within the limits of construction.
- Staking the location of monuments, property corners and benchmarks that have the potential to be disturbed during construction.

Task 2.4 Post-Construction Monument Survey

Consultant shall provide post-construction survey services for preserving monuments, property corners and benchmarks described as follows:

- Checking monument locations after construction.
- Re-setting centerline monuments, property corners and benchmarks that are destroyed during construction.
- Preparing and filing of a Post-Construction Record-of-Survey with Clackamas County Surveyor's Office.
- Filing the survey with Clackamas County.

Task 2.5 Right-of-Way Descriptions and Exhibits

Consultant will conduct right-of-way resolution and calculate and write legal descriptions for up to three properties for the acquisition or dedication of right-of-way along Partlow Road. Each description will be dated and stamped by a land surveyor licensed in the State of Oregon. Exhibits will be prepared on 8 1/2" x 11" paper showing area of dedication. Description for the properties will reference the last recorded deed by type of deed, owner's name, book and page and date recorded. Descriptions will be provided in hard copy and electronic format. Consultant will set new right-of-way pins along the dedicated right-of-way and file a Record of Survey with the County. Consultant will coordinate with City for right-of-way or property information needed for preparing descriptions and exhibits.

Consultant will coordinate with impacted property owners regarding proposed improvements along the impacted property frontage.

Task 2 Deliverables

- CAD files and base map for use in design
- Monument locations integrated into project plans
- Filed post-construction survey with Clackamas County
- Up to three right-of-way exhibits and descriptions in hard copy and PDF format
- Filed record of survey for the three right-of-way dedications on Partlow Road

Task 3 – Utility Coordination

Minor utility conflicts are anticipated for this project relative to pavement elevation changes (overlays) and curb ramp replacements. Utility adjustments during paving operations are anticipated to include valve box (gas and water) adjustments and manhole (storm, sewer and other) adjustments. Depending on sidewalk infill and curb ramp designs, above ground utility facilities and three or four utility poles may also need to be adjusted or relocated. Adjustments to City owned facilities will be incorporated into the design.

Utility coordination efforts will include:

- Develop a utility contact information list and email project information letters to utility companies involved to explain nature of the work.
- Provide project preliminary plans to each utility at 50% and 90% design levels.
- Maintain a record of correspondence with utility companies.
- Identify conflicts and issue conflict notices to impacted utilities.
- Coordinate with private utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant will review each utility's relocation plans and proposed schedule, provide written comments and issue approval.

Task 3 Deliverables

- Utility contact list
- Project information letters and conflict notices to each affected utility
- Reviewed utility relocation plans with comments and recommendations

Task 4 – Pavement Services

Pavement investigations have already been completed for S. High Street. For streets not investigated previously, the Consultant will complete GPR testing and coring to evaluate the existing pavement thickness. For all street sections, Consultant will determine an appropriate pavement preservation method for each street section. Specific services include the following:

Field Investigation (streets without an asterisk above in Table 1):

- Complete a generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions.
- Provide traffic control and traffic control plans when required. It is assumed permitting requirements and fees will be handled by City personnel.
- Explore subsurface conditions in the proposed sections by completing core borings to depths of up to three feet below ground surface (BGS). In general, it is assumed that up to 30 cores will be completed to compare GPR results with in-situ conditions for the subject streets identified in Table 1, except for S. High Street.
- Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- Conduct dynamic cone penetration (DCP) testing at each location per street section. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Conduct laboratory testing to determine the in-situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction. In areas marked for reconstruction, conduct Atterberg limits tests on clayey soils.
- Conduct laboratory testing for cement content on road sections selected for Full Depth Reclamation (FDR)
- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data.

Pavement Preservation Design (all streets):

- Provide a data report summarizing field investigation findings.
- Conduct site visit for each street (with City staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the Consultant's initial ADA compliancy review and after the draft pavement investigations and report are available for reference.
- Develop recommended pavement designs.

Task 4 Deliverables

- Pavement data report
- Pavement designs incorporated into project plans

Task 5 – 50% Design

During this phase, Consultant will develop engineering plans which incorporate recommended pavement rehabilitation treatments and utility improvements. The plans will establish appropriate project limits, identify the design sections, show conceptual utility (storm, sewer, water) improvements, establish which curb ramps need to be modified or replaced to meet ADA requirements and incorporate designs from past work as appropriate. Plan sheets will be developed based on City GIS data and converted to AutoCAD format. Specific requirements under this task include:

- Complete a review of the City’s existing mapping, as-builts, aerial photographs, topographic surveys and GIS information.
- Integrate available base mapping into project plan sheets.
- Utilize available design files completed by others for 50% design on High Street.
- ADA compliance review for curb ramp retrofits designed using the “streamlined” approach (51 corners):
 - a. Complete office desktop review at each street crossing within paving limits utilizing readily available aerial and street view imagery. Determine where existing curb ramps exist and where new curb ramps are needed. Where sidewalks do not exist, no curb ramps are required for ADA compliance.
 - b. Complete field evaluation of existing curb ramps and take measurements to determine PROWAG compliancy.
 - c. For existing ramps that meet ADA requirements and are to remain in place, document findings utilizing ODOT checklist for ADA compliancy.
 - d. Make determination of where curb ramps need to be replaced and/or added to meet ADA requirements.
 - e. Develop conceptual sketches of curb ramps with approximate limits.
 - f. Show curb ramp replacement/retrofit locations in the 50% plans and incorporate into cost estimate.

- Curb ramp retrofits designed using pocket topographic survey (6 corners):

Complete a site visit to confirm topographic survey.

Develop conceptual two-dimensional footprints of each curb ramp with approximate construction limits for use in developing the 50% construction cost estimate.

Show curb ramp replacement/retrofit locations in the 50% plans and incorporate into cost estimate. Curb ramp details will be incorporated in the 90% design submittal.

- Conduct initial site visit with City staff to complete site reconnaissance for use in developing designs.
- Incorporate recommended pavement rehabilitation treatments for each street.
- Establish appropriate project limits, identify the design sections and edge and longitudinal treatment details, address catch basin treatments to appropriately manage bicycle and drainage concerns and identify signal loops (ODOT, Clackamas County or other) which may be impacted.
- Perform preliminary coordination with railroad regarding work within the railroad right-of-way at 10th Street. Obtain permit or agreement with railroad to perform the construction work during the 90% design phase.

It is assumed that a permit or an agreement will be required from the railroad to pave up to the existing railroad ties. Permitting costs will be at the City's expense.

It is assumed that a railroad flagman will be required. Flagman costs will be at the City's expense either payable directly to the railroad or through payment to the Contractor if included in the construction contract.

- Coordinate with the City regarding minor utility improvements in the project area and incorporate improvements into the plans. The City will provide all information necessary for minor utility improvements to be included.
- Show proposed storm drainage improvements associated with sidewalk infill and curb ramp modifications.
- Prepare a 50% level cost estimate and bid schedule.
- Prepare 50% construction plans (1" = 60' scale on half size sheets) and details as needed to clearly describe the work to be constructed. Construction plans shall, at a minimum, include civil notes, details and sections, and street improvement plans. For streets requiring more detail (arterials and some collectors), the construction plans may also include striping plans, signal detection, demolition and erosion control plans.

- Preparation of 50% special specifications table of contents to cover conditions specific to the work. Specifications shall incorporate the contract forms and general and supplementary general conditions. Consultant shall use the Joint ODOT / APWA Construction Specifications format when preparing special specifications. Work will include a determination of the need for special pre-bid qualifications for contractors. Incorporate these requirements into final bidding documents if warranted.

Task 5 Deliverables

- ADA compliance documentation
- Electronic versions of the 50% plans, specifications table of contents and cost estimate (PDF and Excel)

Task 6 – 90% Design

The 90% design submittal will be advanced from the 50% submittal (incorporating review comments as appropriate). Additional tasks beyond those listed above include:

- Coordinate with ODOT and Clackamas County for signal loop replacements, curb ramp replacement and other work as may be necessary. Coordination is assumed to be necessary only at the following locations:
 - a. 10th Street
 - b. Tumwater Drive
- Prepare and submit necessary railroad permit for work within the railroad right-of-way at 10th Street. Coordinate with railroad as necessary to complete and submit the permit application in a timely fashion to facilitate approval. Include final permit in the contract documents.
- Refine curb ramp retrofit/replacement designs in conformance with Public Right-of-Way Accessibility Guidelines (PROWAG) and the ODOT/APWA standard drawings utilizing survey mapping. Include sufficient curb ramp layout information in project detail sheets for quantity take-off and initial field layout purposes. Curb ramp details will generally include slope direction, basic ramp dimensions, curb type and surface utility information. For estimating purposes, it is assumed up to 57 intersection corners with curb ramps will be (re)constructed.
- It is assumed final ramp limits will be field verified during construction based on measurement of formwork and that no right-of-way will be required.
- Prepare front end contract documents using the City's most recent standard forms and draft technical specifications in ODOT/APWA format.

Task 6 Deliverables

- Electronic versions of the complete 90% contract documents including front end documents, technical specifications, plans, and cost estimate (PDF, Word and Excel)

Task 7 – Final Design

The final design submittal shall be advanced from the 90% submittal (incorporating review comments as appropriate).

Task 7 Deliverables

- Electronic versions of the complete contract bidding documents including final front end documents, technical specifications, plans, and cost estimate (PDF, Word, Excel and CAD)
- Provide one (1) reproducible set of bidding documents

Task 8 – Bidding Services

It is assumed the City will print, advertise and be the primary point of contact for bidder inquiries. Consultant services will include:

- Responding to bidder inquiries during the bid periods as requested by the City.
- Preparation of necessary bid addenda to address contractor questions and/or to identify contractors, suppliers, etc., that are qualified to submit bids or furnish equipment. It is assumed up to one (1) addendum may be needed.
- Assisting City staff with the bid openings. Consultant will review specialty contractor prequalification applications as part of the bid review process. Consultant will also consult with and advise City as to the acceptability of subcontractors, suppliers and others proposed by the prime contractor if required by the bidding documents. Consultant will provide a letter of recommendation for award.

Task 8 Deliverables

- Addenda as needed (one assumed)
- Letter of recommendation for award

Task 9 – Construction Phase Services

The Consultant will provide construction contract administration and inspection with support from the City for public notifications and other coordination related items as needed. Construction phase services will include:

- Attending a preconstruction meeting.
- Reviewing requests for information, clarifications and change orders.
- Review of contractor submittals, shop drawings and field testing (particularly focused on asphalt) for conformance to the design requirements of the project and in accordance with the requirements of the contract documents. Consult with and advise City as to the acceptability of substitute and “or-equal” items proposed for use by the contractor.
- Construction inspection monitoring the progress and quality of the work, including preparation of construction inspection reports.

Inspection time is assumed to include five visits per week, ten hours per visit over a 2-month construction period (mid-July to Mid-September) plus an additional four visits per week, ten hours per visit over a 2-week period during high production times.

- Coordinating curb ramp layout with the construction contractor to confirm ramps meet ADA compliance. Coordination is anticipated to include a pre-pour meeting, layout of demolition limits, checking of forms for every ramp location and spot checking grades after the pour.
- HMAC quality assurance testing (assume two separate HMAC mix verification tests taken at the asphalt plant and two separate HMAC compaction testing days for verification of newly placed HMAC).
- Assistance in determining if non-conforming contract work should be rejected.
- Attendance at progress meetings (assume weekly for a total of three months) with contractor and City to address construction related issues.
- Reviewing and making recommendations for contractor monthly progress payments (assumed three progress payments).
- Attendance during the final inspection and preparation of a report on completion of the project, including a recommendation of final acceptance of work by the City.
- Provide Record Drawings representative of the “as constructed” project. Record Drawings will be completed electronically and furnished on 4-mil mylar. Sepia mylar is not acceptable. Record Drawings will also be provided to the City in electronic PDF format.

Preliminary Sheet List

The following is the anticipated list of plan sheets:

Running Total	Sheets	Sheet Number	Description
1	1	G-1	Cover Sheet, Index of Drawing and Location Map
2	1	G-2	Legend and Abbreviations
3	1	G-3	General Notes
4	1	G-4	Sheet Layout Map
16	1	C-1 to C-12	Plan Map and Notes – 10 th Street
	1		Plan Map and Notes – 12 th Street
	1		Plan Map and Notes – S. 2 nd Street
	2		Plan Map and Notes – High Street
	3		Plan Map and Notes – Partlow Road
	1		Plan Map and Notes – Tumwater Drive
	2		Plan Map and Notes – Roundtree Drive
	1		Plan Map and Notes – Polk Street
32	16	D-1 to D-16	Curb Ramp Details
35	3	D-17 to D-19	Paving Details
37	2	S-1 to S-2	Striping and Signing Details
38	1	T-1	Loop Detector Design Sheets
Standard Drawings (include as needed in supplementary information)			

Schedule

The design schedule for the 2018 bid package will accommodate an anticipated bid opening in April, Commission approval on May 2, 2018, anticipated NTP to the construction contractor by June 4, 2018 and construction completion September 1, 2018.

2018 PAVEMENT IMPROVEMENTS PROJECT
CITY OF OREGON CITY
PROPOSED FEE ESTIMATE

							ESTIMATED FEES					
	Principal Engineer I	Professional Engineer IX	Professional Engineer V	Engineering Designer I	Technician IV	Hours	Labor	Subconsultants		Subconsultant Total	Expenses	Total
	\$186 PIC	\$179 PM	\$145 P.E.	\$109 Designer	\$129 CAD			GeoDesign	PBS			
Task 1 - Project Management						0	\$ -			\$ -	\$ -	\$ -
Task 1.1 - Project Meetings (Design Phase)		8	12			20	\$ 3,172			\$ -	\$ 81	\$ 3,253
Task 1.2 - Project Communications and Coordination (Design and Construction Phases)	20	40				60	\$ 10,880			\$ -	\$ -	\$ 10,880
Task 1.3 - Monthly Invoices and Progress Reporting (10 Months)	5	15				20	\$ 3,615			\$ -	\$ -	\$ 3,615
Task 1 Subtotal	25	63	12	0	0	100	\$ 17,667	\$ -	\$ -	\$ -	\$ 81	\$ 17,748
Task 2 - Surveying						0	\$ -			\$ -	\$ -	\$ -
Task 2.1 - Topographic Survey		2	4		8	14	\$ 1,970	\$ 8,800		\$ 8,800	\$ 144	\$ 10,914
Task 2.2 - Preliminary Monument Research						0	\$ -	\$ 4,950		\$ 4,950	\$ -	\$ 4,950
Task 2.3 - Pre-construction Monument Survey			2			2	\$ 290	\$ 14,300		\$ 14,300	\$ -	\$ 14,590
Task 2.4 - Post-construction Monument Survey			2			2	\$ 290	\$ 6,600		\$ 6,600	\$ -	\$ 6,890
Task 2.5 - Right-of-way Descriptions and Exhibits and Coordination with Property Owners	2	8	16			26	\$ 4,124	\$ 8,580		\$ 8,580	\$ -	\$ 12,704
Task 2 Subtotal	2	10	24	0	8	44	\$ 6,674	\$ -	\$ 43,230	\$ 43,230	\$ 144	\$ 50,048
Task 3 - Utility Coordination						0	\$ -			\$ -	\$ -	\$ -
Task 3.1 - Utility Contact List and Notification Letters		1	2	4		7	\$ 905			\$ -	\$ -	\$ 905
Task 3.2 - Send Plans to Utilities			2	4		6	\$ 726			\$ -	\$ 20	\$ 746
Task 3.3 - Identify Conflicts		1	2	8		11	\$ 1,341			\$ -	\$ -	\$ 1,341
Task 3.4 - Coordinate Conflict Resolution		1	2	12		15	\$ 1,777			\$ -	\$ -	\$ 1,777
Task 3 Subtotal	0	3	8	28	0	39	\$ 4,749	\$ -	\$ -	\$ -	\$ 20	\$ 4,769
Task 4 - Pavement Services						0	\$ -			\$ -	\$ -	\$ -
Task 4.1 - Field Investigations			8	8		16	\$ 2,032			\$ -	\$ 27	\$ 2,059
Task 4.2 - Pavement Preservation Design		4	8	8		20	\$ 2,748	\$ 52,030		\$ 52,030	\$ -	\$ 54,778
Task 4 Subtotal	0	4	16	16	0	36	\$ 4,780	\$ 52,030	\$ -	\$ 52,030	\$ 27	\$ 56,837
Task 5 - 50% Design						0	\$ -			\$ -	\$ -	\$ -
Task 5.1 - ADA Compliance Review & Preliminary Layout (51 Corners)	2	4	30	60		96	\$ 11,978			\$ -	\$ 774	\$ 12,752
Task 5.2 - Plans		2	24	96	24	146	\$ 17,398			\$ -	\$ 1,172	\$ 18,570
Task 5.3 - Specifications		1	4			5	\$ 759			\$ -	\$ -	\$ 759
Task 5.4 - Cost Estimate		1	4	16		21	\$ 2,503			\$ -	\$ -	\$ 2,503
Task 5 Subtotal	2	8	62	172	24	268	\$ 32,638	\$ -	\$ -	\$ -	\$ 1,946	\$ 34,584
Task 6 - 90% Design						0	\$ -			\$ -	\$ -	\$ -
Task 6.1 - Plans		2	24	96	24	146	\$ 17,398			\$ -	\$ 1,172	\$ 18,570
Task 6.2 - ADA Design (Detailed Design for 6 Corners and 2 Curb Extensions)		4	8	64		76	\$ 8,852			\$ -	\$ 1,152	\$ 10,004
Task 6.3 - ADA Design (Streamlined Design for 51 Corners)		4	8	72		84	\$ 9,724			\$ -	\$ 1,368	\$ 11,092
Task 6.4 - Specifications & Contract Documents		2	24	16		42	\$ 5,582			\$ -	\$ -	\$ 5,582
Task 6.5 - Cost Estimate		1	4	16		21	\$ 2,503			\$ -	\$ -	\$ 2,503
Task 6.6 - Agency Coordination		2	8	24		34	\$ 4,134			\$ -	\$ -	\$ 4,134
Task 6 Subtotal	0	15	76	288	24	403	\$ 48,193	\$ -	\$ -	\$ -	\$ 3,692	\$ 51,885
Task 7 - Final Design						0	\$ -			\$ -	\$ -	\$ -
Task 7.1 - Plans		2	24	60	24	110	\$ 13,474			\$ -	\$ 792	\$ 14,266
Task 7.2 - Specifications & Contract Documents		2	24	16		42	\$ 5,582			\$ -	\$ 20	\$ 5,602
Task 7.3 - Cost Estimate		1	2	4		7	\$ 905			\$ -	\$ -	\$ 905
Task 7 Subtotal	0	5	50	80	24	159	\$ 19,961	\$ -	\$ -	\$ -	\$ 812	\$ 20,773

2018 PAVEMENT IMPROVEMENTS PROJECT
CITY OF OREGON CITY
PROPOSED FEE ESTIMATE

							ESTIMATED FEES					
	Principal Engineer I	Professional Engineer IX	Professional Engineer V	Engineering Designer I	Technician IV	Hours	Labor	Subconsultants		Subconsultant Total	Expenses	Total
	\$186 PIC	\$179 PM	\$145 P.E.	\$109 Designer	\$129 CAD			GeoDesign	PBS			
Task 8 - Bidding Services						0	\$ -			\$ -	\$ -	\$ -
Task 8.1 - Bidder Questions		2	2	4		8	\$ 1,084			\$ -	\$ -	\$ 1,084
Task 8.2 - Addenda		1	2	4	2	9	\$ 1,163			\$ -	\$ 36	\$ 1,199
Task 8.3 - Bid Opening and Letter of Recommendation		2	4			6	\$ 938			\$ -	\$ -	\$ 938
Task 8 Subtotal	0	5	8	8	2	23	\$ 3,185	\$ -	\$ -	\$ -	\$ 36	\$ 3,221
Task 9 - Construction Phase Services						0	\$ -			\$ -	\$ -	\$ -
Task 9.1 - Pre-Construction Meeting	4	4	6	8		22	\$ 3,202			\$ -	\$ 27	\$ 3,229
Task 9.2 - RFIs and Change Orders		4	8	16		28	\$ 3,620			\$ -	\$ -	\$ 3,620
Task 9.3 - Submittals		4	8	24		36	\$ 4,492			\$ -	\$ -	\$ 4,492
Task 9.4 - Inspection			100	360		460	\$ 53,740	\$ 17,160		\$ 17,160	\$ 1,890	\$ 72,790
Task 9.5 - Progress Meetings		8	20	20		48	\$ 6,512			\$ -	\$ -	\$ 6,512
Task 9.6 - Monthly Progress Payments (3)		4	12	24		40	\$ 5,072			\$ -	\$ -	\$ 5,072
Task 9.7 - Final Inspection		2	8	8		18	\$ 2,390			\$ -	\$ 27	\$ 2,417
Task 9.8 - Record Drawings		2	4	16	8	30	\$ 3,714			\$ -	\$ 644	\$ 4,358
Task 9 Subtotal	4	28	166	476	8	682	\$ 82,742	\$ 17,160	\$ -	\$ 17,160	\$ 2,588	\$ 102,490
TOTAL - ALL TASKS	33	141	422	1068	90	1754	\$ 220,589	\$ 69,190	\$ 43,230	\$ 112,420	\$ 9,346	\$ 342,355

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. 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 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. **Reuse or modification of such Work Products by City or others for purposes outside this Agreement shall be without liability to Consultant, and City agrees to indemnify and**

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

hold Consultant harmless from all claims, damages and expenses, including reasonable attorneys' fees, arising out of such reuse by City or others acting through City.

10. **Compliance With Applicable Law.**

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 **reasonable** attorney fees, in connection with any action, suit, or claim **to the extent** caused ~~or alleged to be caused~~ by the negligent acts, omissions, activities or services by Consultant, ~~or the agents,~~ Consultants **of Consultant,** 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 ~~\$12,000,000~~ combined, single-limit, per-occurrence ~~/annual aggregate, with \$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~~ **1,000,000** 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 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.

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

(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 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.