

AGREEMENT FOR CONSULTING ENGINEERING SERVICES  
(Yamhill County and Cardno Inc.)

THIS AGREEMENT is made effective the last date set forth adjacent to the signatures of the parties below between Yamhill County, a political subdivision of the State of Oregon, acting through its county surveyor and Board of Commissioners (referred to as County in this Agreement) and Cardno Inc. (Contractor), doing business as a corporation (referred to as Contractor in this Agreement) for the consulting engineering services for which proposals responsive to County's RFP were opened September 9, 2013 (referred to in this Agreement as the "Project").

STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS

A. County has budgeted funds to perform the Project. County conducted a competitive selection process to select the best qualified Respondent to complete the Project. Contractor was the deemed the best qualified Respondent. This Agreement is made to specify the mutual obligations of County and Contractor for completion of the Project.

B. This Agreement includes by reference the following Contract Documents that are part of the Project:

- (A) Request for Proposals
- (B) Addenda (if any)
- (C) Responsive Proposal
- (D) This Agreement
- (E) Agreement Amendments (if any)
- (F) Scope of Services dated February 25, 2014
- (G) Professional Services – Hourly Breakdown dated February 25, 2014
- (H) Insurance Certificates
- (I) Notice to Proceed
- (J) Change Orders (if any)
- (K) Project Acceptance

AGREEMENT: In consideration of the mutual covenants contained below, County and Contractor hereby agree as follows:

1. Scope of work. The Contractor will commence and complete the Project in strict accordance with the Contract Documents identified above. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement.
2. Agreement performed at Contractor's expense as Independent Contractor. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an Independent Contractor under this Agreement.

3. Commencement and completion date. The Contractor will commence the work required by the Contract Documents within 7 calendar days after the County's approval of this Agreement and will complete the same no later than July 31, 2014 unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.
4. Termination. County may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement. If this Agreement is terminated, the County will pay for all work accepted by the Project Supervisor prior to termination.
5. Penalty for failure to meet deadline. The parties agree that County has a substantial interest in the timely completion of the work to be performed under this Agreement. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this contract in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate County's damages for Contractor's failure to complete the work on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to County the sum of \$193.89 (equal to contract price times .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Agreement and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
6. Compensation. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein at the hourly rates set forth in Contractor's responsive proposal; provided, however, that the maximum amount due Contractor for completion of the scope of work is \$38,778.69 unless the Contract Price is modified by executed Change Order. Payment shall be made by County either in a single payment following final acceptance of the project by the Yamhill County Surveyor, or at Contractor's option, in monthly progress payments for work accepted by the Project Supervisor subject to a 5% retainage.
7. Incorporation of statutory provisions required for public contracts. The Contractor certifies it shall comply with all applicable Public Contract Laws to including, but not limited to, ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference.
8. Workers' compensation. The Contractor, its subcontractors, if any, and all employers working under this agreement or contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
9. Certification of compliance with tax laws. The Contractor certifies, under penalty of perjury, that the Contractor's Company is not in violation of any Oregon tax laws.
10. Certification of reading and understanding of documents. The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms

and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.

11. Status of the Project Supervisor. William A. Gille, Yamhill County Engineer, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of work and shall have authority to stop the work whenever such stoppage shall be necessary to insure proper execution of the contract. The Supervisor or his designee may reject all work and materials that do not conform to the contract and shall decide questions that arise in the execution of the work. The Supervisor has authority to reject or accept the work.

12. Prohibition of Discrimination. In hiring employees for performance of work under this contract, no contractor, subcontractor or any person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, sex or sexual orientation discriminate against a person who is qualified and available to perform work to which employment relates.

13. Risk of Loss. The risk of loss or damage to the subject matter of this contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work as provided in this Agreement.

14. Indemnification. The Contractor shall indemnify, defend and save harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work under this agreement.

15. Nonwaiver. No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time any of the terms of this contract, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this contract, or the right of County to thereafter enforce each and every provision.

16. Contractor's Representation. Contractor, by entering into this Agreement, represents that its bid for this project is made without connection with any person, firm or corporation making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

17. Severability. Should any clause or section of this Contract be declared by court to be void or voidable, the remainder of this Contract shall remain in full force and effect.

18. Dispute resolution through mediation and arbitration. Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

19. Attorney fees and costs. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

20. Applicable laws. This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

21. Subcontractors. The Contractor may not engage any subcontractor(s) to perform work under this Agreement without the express written consent of the County. If the County does grant consent, the Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

22. Written changes required. The rights and duties under this Contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

23. Successors bound. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

Cardno Inc.

By:   
(signature)  
Date: 3/7/14

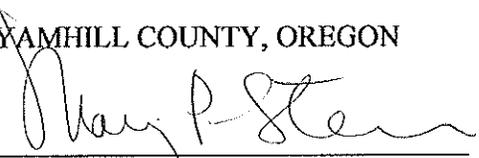
BEN WILLIAMS  
Printed name)

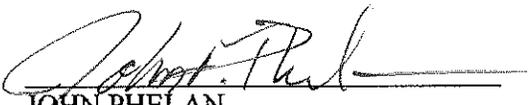
Title: SR. PRINCIPAL

Fed. Tax I.D. No: 45-2663666

Contractor  
Registration No: \_\_\_\_\_

YAMHILL COUNTY, OREGON

  
MARY P. STERN, Chair  
Date: 3-13-14

  
JOHN PHELAN  
Yamhill County Road Director  
Date: \_\_\_\_\_

APPROVED AS TO FORM

By:   
CHRISTIAN BOENISCH  
Yamhill County Legal Counsel