

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and (Consultant).

- A. City requires services which Consultant is capable of providing, under terms and conditions hereinafter described.
- B. Consultant is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

1. Scope of Services. Consultant's services under this Agreement are set forth in Exhibit "A", attached hereto.
2. Consultant Identification. Consultant shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Consultant's Social Security Number, as City deems applicable. **Consultant understands it is required to obtain a City of Canby Business License for conducting business in the City. Consultant agrees to obtain a Canby Business License prior to commencing work under this contract.**
3. Qualification. **Consultant agrees to maintain and provide proof of eligibility to compete on either Tier A PA or Tier B PA ODOT Local Agency Transportation projects.**
4. Compensation:
 - A. For the period of this Agreement, Consultant agrees to provide services at the rates set forth in Exhibit "B", attached hereto.
 - B. For authorized reimbursable expenses, the City will pay Consultant at the rate specified. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost without markup.
 - C. Consultant will not be entitled to or be paid for services provided in excess of any guaranteed maximum price or fixed price that has been established for such services unless authorized by a written scope change.
 - D. Consultant will provide the City with monthly statement(s) of services rendered and authorized reimbursable expenses incurred for the preceding month. Consultant expressly waives any right to payment for services rendered if such services are not billed within sixty (60) days following their rendition.
 - E. In addition to the monthly statement described in 4.4, Consultant's invoices will include a summary of services provided; a summary of reimbursable expenses;

and a summary of authorized additional services, all in accordance with the compensation provisions of this Agreement, as well as an estimate of the percent of services completed as of the invoice date.

- F. Invoices for reimbursable expenses will be accompanied by supporting documentation.
 - G. Invoices for authorized additional services will outline and identify the services performed and by whom, the number of hours each person worked and applicable pay rates.
 - H. Payments will be made monthly for services performed and invoiced.
 - I. Consultant shall keep its billing records, including timesheets, rate schedules and invoices necessary to support invoices for time and materials, additional services and expenses current and consistent with generally recognized accounting principles and Records must be maintained for a period of two (2) years following completion or abandonment of the Project. Such records will be available to the City for inspection, copying and/or audit during normal business hours.
 - J. City agrees to pay Consultant within 30 days after receipt of Consultant's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - K. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
5. Consultant is Independent Consultant.
- A. Consultant's services shall be provided under the general supervision of the City Administrator. Consultant shall be an independent Consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Consultant certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Consultant hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
6. **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. Any subcontract between Consultant and subConsultant shall**

require the subConsultant to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

7. Work is Property of City. All work performed by Consultant under this Agreement shall be the property of the City. City agrees that the Consultant may use its work in other assignments if all City of Canby data and references are removed.

8. Term.

A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon delivery of written notice to Consultant by certified mail, or in person, under any of the following:
 - a. If Consultant fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Consultant fails to abide by the terms of this Agreement.
 - c. If services are no longer required.

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

By entering into this agreement, Consultant represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Consultant promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Consultant with the following limits:

A. For Comprehensive General Liability Insurance, Consultant shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Consultant shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Consultant shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Consultant shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Consultant will require that any subConsultants engaged or employed by Consultant carry and maintain similar insurance as listed above with the same limits and coverage requirements.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Consultant's negligence or neglect connected with this Agreement.

10. Indemnity. Consultant is responsible for any and all liability arising out of or related to the performance of work pursuant to this Agreement. Consultant will indemnify, defend (with counsel acceptable to City) and hold City, its councilors, officers, employees, agents and insurers (collectively "City") harmless from and against any and all liability, losses, costs, settlements and expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing under this Agreement.
11. Legal Expense. 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's fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. 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.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY:

Rick Robinson, City Administrator
City of Canby

PO Box 930
Canby, OR 97013

CONSULTANT:

XXXX

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

**CONSULTANT:
CANBY**

CITY OF

By:

By:

Date:

Date:

SubConsultants will be used ___ Yes ___ No (If Yes, please complete List of SubConsultants attached to this Agreement)

Approved as to Form:

xx/xx/18
Joseph Lindsay, City Attorney

LIST OF SUBCONSULTANTS

As per Section 5 of the Personal Services Agreement, the following businesses will be subConsultants. SubConsultants are required to have a City of Canby Business License prior to commencing work under this contract.

Name of Business	Address	Phone	CCB#

The City hereby approves the above listed subConsultants.

City of Canby

Date