

14 SEP 22 P4:22

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. Contractor has now completed Phase 1 of the Project. This Agreement is made to specify the mutual obligations of County and Contractor for completion of Phase 2 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 August 15, 2014
- (G) Professional Services – Hourly Breakdown dated August 15, 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.

Accepted by Yamhill County  
Board of Commissioners on  
9.18.14 by Board Order  
# 14-564

(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.

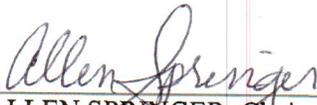
THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE 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.

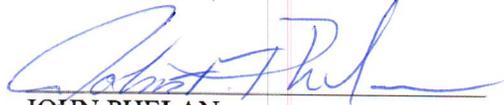
Cardno Inc.

YAMHILL COUNTY, OREGON

By:   
(signature)  
Date: 9/15/14

  
ALLEN SPRINGER, Chair  
Date: 9-18-14

Anthony Reos  
Printed name)

  
JOHN PHELAN  
Yamhill County Road Director  
Date: 9-19-14

Title: PRINCIPAL

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

APPROVED AS TO FORM

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

By:   
CHRISTIAN BOENISCH  
Yamhill County Legal Counsel

Accepted by Yamhill County  
Board of Commissioners on  
9.18.14 by Board Order  
# 14-564