



CITY OF OREGON CITY URBAN RENEWAL COMMISSION AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 15, 2026 at 6:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel:

<https://www.youtube.com/user/CityofOregonCity>

• Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)

• Email recorderteam@orc.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)

- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

1. CALL TO ORDER AND ROLL CALL

2. EXECUTIVE SESSION

The Executive Session is held pursuant to ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions. The open session will resume after the executive session.

3. PUBLIC COMMENTS

4. DISCUSSION ITEMS

- a. Personal Services Agreement with Portland Valuation Group for the Appraisal of Old 82nd Street ODOT Owned Right-of-Way (PS 24-011)

5. COMMUNICATIONS

6. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the clerk. When the Chair calls your name, proceed to the speaker table, and state your name and city of residence. Each speaker is given 3 minutes to speak. As a general practice, the committee does not engage in discussion with those making comments. Complaints shall be addressed at the department level prior to addressing the committee.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the [Oregon City's website](https://www.cityoforegoncity.org) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WPMC at 503-650-0275 for a programming schedule.



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: Urban Renewal Commission **Agenda Date:** July 15, 2026
From: Kelly Hart, Community Development Director

SUBJECT:

Item 4.a. - Personal Services Agreement with Portland Valuation Group for the Appraisal of Old 82nd Street ODOT Owned Right-of-Way (PS 24-011)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Personal Services Agreement with Portland Valuation Group in the amount of \$4,450 for appraisal services for the appraisal of the old 82nd Street ODOT-owned right-of-way (PS 24-011).

EXECUTIVE SUMMARY:

To add more buildable land to the parcel known as the Stimson Property, staff has been coordinating with ODOT to transfer the right-of-way of old 82nd Street from ODOT to the City. An appraisal of this piece of property is the next step in the transfer.

BACKGROUND:

The Urban Renewal Commission directed the city manager to sell the property known as Stimson in 2024. An unused piece of property which is located between Stimson and Metro is the old 82nd Street right-of-way which remains under jurisdiction or ownership of ODOT. Since 2024, staff have been working with ODOT to obtain this piece of property. Various steps have been completed in ODOT's assessment. ODOT has now determined they can convey the land solely to the City. The next step to convey the land is to complete an appraisal.

Economic Development staff used Portland Valuation Group to appraise the property known as Stimson. Since Portland Valuation Group is on ODOT's allowed list of appraisers, staff has sought a proposal from Portland Valuation Group to complete this next step.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the appraisal process.

The appraisal is expected to be completed within the next few months.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0200 allows for a direct appointment procedure of Related Services to an Architectural and Engineering Services procurement, when the total contract value is under \$100,000.

The total budget for the appraisal services for the appraisal of the old 82nd Street ODOT-

owned right-of-way (PS 24-011) is \$4,450. This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Personal Services Agreement with Portland Valuation Group for the Appraisal of Old 82nd Street ODOT Owned Right-of-Way (PS 24-011).
2. Approve Personal Services Agreement with Portland Valuation Group for the Appraisal of Old 82nd Street ODOT Owned Right-of-Way (PS 24-011) with Amendments.
3. Deny Personal Services Agreement with Portland Valuation Group for the Appraisal of Old 82nd Street ODOT Owned Right-of-Way (PS 24-011) and provide further direction.

BUDGET IMPACT:

Amount \$4,450

Fiscal Year(s): 2026-2027

Funding Source(s): URC

**CITY OF OREGON CITY URBAN RENEWAL AGENCY (URA)
PERSONAL SERVICES AGREEMENT**

APPRAISAL SERVICES FOR THE APPRAISAL OF OLD 82ND STREET ODOT OWNED RIGHT-OF-WAY (PS 24-011)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY URBAN RENEWAL AGENCY ("URA") and **PORTLAND VALUATION GROUP** ("Consultant").

RECITALS

A. URA 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 URA 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, 2026**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URA'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. URA agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **four thousand four hundred fifty dollars (\$4,450)**.

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 URA 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 CITY OF OREGON CITY URBAN RENEWAL AGENCY:	City of Oregon City Urban Renewal Agency 625 Center Street Oregon City, OR 97045 Attention: Anthony Konkol, III
To Consultant:	Portland Valuation Group 24925 SW Garden Acres Rd Sherwood, Oregon 97140 Attention: David E. Balfour

Consultant shall be responsible for providing the URA 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 15th day of July, 2026.

CITY OF OREGON CITY URBAN RENEWAL AGENCY	PORTLAND VALUATION GROUP
By: _____	By: _____
Name: <u>Kelly Hart</u>	Name: _____
Title: <u>Community Development Director</u>	Title: _____
DATED: _____, 2026.	DATED: _____, 2024.

By: _____	ORIGINAL URBAN RENEWAL APPROVAL (IF APPLICABLE):
Name: <u>Anthony J. Konkol III</u>	DATE: <u>July 15, 2026</u>
Title: <u>URA Executive Director</u>	
DATED: _____, 2026.	

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Urban Renewal Agency Attorney

Point of Contact: Josh Wheeler
Term of Contract: July 15, 2026-December 31, 2026



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Scope of Services Agreement for Appraisal Services

Client	City of Oregon City Attn: Josh Wheeler PO Box 3040, 13895 Fir Street
Address	Oregon City, OR 97045
Phone	971-204-4634
Email	jwheeler@orcitey.org
Intended User	City of Oregon City
Intended Use	To provide a market value estimate for the subject property.
Report Type	Appraisal Report
Date of Value	Current
Subject Property	1799 Washington Street, Oregon City, OR 97045 (APN 01692779)
Scope of Work	Estimate the market value of the subject property. Complete an appraisal report compliant with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the PM203A-022 Specs prepared by ODOT.
Delivery	45 Days from Notice to Proceed
Fee	\$4,450
Retainer	Waived
Terms	Refer to Exhibit A

The opportunity to provide this proposal is greatly appreciated.



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Please do not hesitate to call if you have any questions or additional project needs.

-Dave

A handwritten signature in blue ink, reading "David Balfour".

David E. Balfour, MAI
Phone: 503-330-8697
Email: Dave@thevalue-group.com
24925 SW Garden Acres Rd,
Sherwood, OR 97140

Client Signature

Date



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Exhibit A

TERMS AND CONDITIONS

This Professional Services Agreement for Appraisal Services (“Agreement”) is entered into by and between Portland Valuation Group Inc. dba The Valuation Group (“TVG”) and the client listed above in the Scope of Services section of this Agreement (“Client”) (individually, a “Party,” and collectively, “Parties”).

1. Terms and Conditions.

The Terms and Conditions herein are part of an agreement for appraisal services (the Agreement) between TVG and Client, and shall be deemed a part of such agreement as though set forth in full therein. The terms included in the Scope of Services section above are likewise part of this agreement and shall be deemed a part of such agreement as thought set forth in full herein.

2. Definitions.

a. **Appraisal Report.** “Appraisal Report” means the final written work product generated by TVG under this Agreement.

b. **Effective Date.** “Effective Date” shall mean the date this Agreement is signed by both Parties.

c. **Property.** “Property” shall mean the real property set forth in the Subject Property section of the Scope of Services set forth above.

d. **Services.** “Services” shall mean all effort to be expended by TVG as set forth in the Scope of Work section of the Scope of Services set forth above.

3. Scope of Services.

TVG agrees to complete the Services set forth above.

4. Compensation.

a. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the “Appraisal Report,” or the “report”) are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as



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provided in the Scope of Services section of this Agreement. If the Scope of Services section does not specify when payment is due, payment is due within 30 days after receipt of each invoice. If a draft report is requested, the fee is considered earned upon delivery of the draft report.

b. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report as set forth in Paragraph 9 below. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred to date.

c. In the event Client fails to make payments when due, interest shall accrue and be payable from the date due until paid at the maximum rate permitted in the state where the Property is located.

d. If TVG, including its officers, directors, employees, and agents, is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with, or in any way pertaining to this engagement, the Appraisal Report, TVG's expertise, or the Property, Client shall pay TVG's additional costs and expenses, including but not limited to TVG's attorneys' fees, and additional time incurred by TVG based on its then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and TVG's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.

5. Client Data and Information.

Client shall provide TVG with such data, information, and materials with respect to the assignment as are requested by TVG and in the possession or under the control of Client. Client shall provide TVG with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.

6. Representations and Warranties.



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a. All statements of fact in the Appraisal Report which are used as the basis of TVG's analyses, opinions, and conclusions will be true and correct to TVG's actual knowledge and belief. TVG does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to TVG by Client or others. The conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

b. THE APPRAISAL REPORT IS PROVIDED "AS IS" WITHOUT ANY GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY, SOUNDNESS, OR CORRECTNESS OF THE OPINIONS, ANALYSIS, CONCLUSIONS, RECOMMENDATIONS, OR DATA SET FORTH IN THE REPORT. TO THE FULLEST EXTENT PERMITTED BY LAW, TVG DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS, ANALYSIS, CONCLUSIONS, RECOMMENDATIONS AND DATA PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO TVG. Furthermore, TVG shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.

7. Indemnification.

Client shall defend, indemnify and hold harmless TVG, its agents, officers and employees from and against any and all claims, demands and judgments (including attorney fees and costs) made or recovered against them arising out of or resulting from Client's (including its employees, agents, subcontractors, officers, and directors) negligent act or willful misconduct as to this assignment and obligations imposed upon the Client by this relationship. Additionally, Client agrees to defend, indemnify and hold harmless TVG from any third-party claims related to the subject matter of this Agreement regardless of any negligent act by Client.

8. Ownership of Work Product.

The data and information gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement (collectively, "Work Product") are, and will remain, the property of TVG. TVG is authorized by Client to disclose all or any portion of the report and related data and information as may be required by statute, government



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regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable TVG to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.

9. Termination.

This Agreement may be terminated at any time by mutual consent of both Parties, or by either party for convenience upon 30 days written notice, or upon 10 days' written notice for breach of this Agreement.

10. LIMITATION OF LIABILITY.

a. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO TVG UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

b. TVG shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.

11. Waiver.

The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

12. Entire Agreement.



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This Agreement and attached Scope of Work constitute the entire agreement between the Parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

13. Amendment.

No amendment, modification or change to this Agreement shall be valid unless set forth in a written instrument executed by both Parties.

14. Governing Law.

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Oregon.

15. Interpretation.

The Parties acknowledge that they have read this Agreement, have had the opportunity to review it with an attorney for their respective choice, and have agreed to all its terms. No provision of this Agreement shall be construed against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

16. Survival of Terms and Conditions.

The terms of this Agreement shall survive the expiration or termination of this Agreement with respect to compensation, representations, warranties, indemnification, limitation of liability, and ownership of work product.

17. Severability.

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

18. Force Majeure.



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TVG shall not be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond its reasonable control.

19. No Third Party Beneficiaries.

Nothing in this Agreement shall be construed to create any duty to, and standard of care with reference to, or any liability to any person not a party to this Agreement. There shall be no express or implied third party beneficiary to this Agreement. No entity or person, other than the Parties, shall have the right to enforce any right under this Agreement.

20. Dispute Resolution.

a. Subject to Paragraph 20.b, in the event of any dispute between Client and TVG arising from or in any way relating to this Agreement, or TVG's or Client's performance hereunder, TVG and Client agree that such dispute shall be resolved by means of binding arbitration with the Arbitration Service of Portland ("ASP") in accordance with ASP's rules, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Such arbitration shall occur in Portland, Oregon unless otherwise agreed to by the Parties. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, expert fees, and reasonable attorney's fees. Client acknowledges that TVG is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and TVG. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

b. Notwithstanding Paragraph 20.a., TVG shall have the right, but not the obligation, to assert any claim related to the payment of compensation under this Agreement in small claims court in Washington County, Oregon. Such claims may only be brought in small claims court if they seek compensation and/or damages that do not exceed \$10,000, or any amount for which claims may be brought under ORS 46.405, whichever is higher.

21. Counterparts.

This Agreement, and, if applicable, any amendments, may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall



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constitute one and the same instrument. Electronic signatures shall be deemed an original. The Parties also agree to execute any further documents, and take any further actions, as may be reasonable and necessary in order to carry out the purpose and intent of this Agreement.

22. Effective Date.

This Agreement shall be effective as of the Effective Date (date of client signature).

23. Authorization.

The person signing this Agreement on behalf of Client hereby covenants and warrants that he/she is authorized to do so and that his/her signature will fully bind Client to the terms and conditions of this Agreement. Upon TVG's request, Client shall provide TVG with evidence reasonably satisfactory to TVG's confirmation of the foregoing covenants and warranties.

24. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any. No party shall assign this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld.



STANDARD CONDITIONS

Contracts/Agreements for Goods, Services, Personal Services or Public Improvement Contracts Less Than \$50,000

For staff:

- These Standard Conditions are not to be modified without the approval from the City Attorney. For approved amendments to these Conditions, please create a separate document to detail the modifications, understanding that any modification approval is authorized for a particular agreement and may not be applied to other cases.
- Solar Panels and Systems – Any project involving solar panels or systems must comply with prevailing wage guidelines. When negotiating for any work involving solar panels or the systems that support them, please use the Public Improvement Standard Conditions for projects over \$50,000 and the corresponding contract template.
- These Standard Conditions are to be attached to all Service Agreements, regardless of dollar amount, (personal service agreements, professional service agreements, Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services) and Public Improvement Contracts less than \$50,000, in order to ensure consistent implementation of city policy.
- Do not save copies of this on your computer or desktop. Remove previous versions of the Standard Conditions from your computer to ensure the proper document is used going forward. Following these instructions will help ensure all contracts meet current standards and laws.
- Note: Do not include this cover page with your Agreements or Contracts.

NOVEMBER 2025
CITY OF OREGON CITY

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

This Standard Condition Agreement shall be applicable to all public contracts for goods, services, personal services, and public improvement projects including:

- Professional services, as referenced in Oregon City Municipal Code (OCMC) Section 2.40.020, and Oregon Revised Statutes (ORS) 279C; or
- Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services; or
- Public improvement contracts (capital improvement projects) that cost less than \$50,000, except for solar panels or other solar system installations.

1) Definitions of Terms: In this Standard Conditions Agreement, the following terms shall be as defined below:

- Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.
- Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.
- Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services** means professional services that are required to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS) Chapter 279C.
- Amendment** means a written alteration, to include a change order, which, when fully executed by the Parties of the Contract, constitutes a change to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.
- Contract or Agreement**, as used interchangeably throughout, means an agreement between two or more Persons which creates an obligation to do or not do a particular thing. Its essentials are competent parties, subject matter, legal consideration, mutuality of agreement and mutuality of obligation.
- Contract or Agreement Documents** means the full and complete contract for goods or services including the Goods or Personal Services Agreement, Scope of Work and these Standard Conditions and these terms are used interchangeably, unless otherwise specified.
- Contractor or Consultant**, as used interchangeably throughout, means the Person awarded the Contract or Agreement for the Work contemplated and includes a Person providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services contracted for the provision of services, unless otherwise specified.
- Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates in the project team with the Owner, and manages both design and construction.
- Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
- Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency (URA). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.
- Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
- Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company, a nonprofit, a trust, or any other entity possessing the legal capacity to enter into a contract.
- Project** means the total undertaking to be accomplished for Owner by architectural, engineering, photogrammetric mapping, transportation planning or land surveying service providers, Contractors, and others, including planning study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.
- Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
- Professional Services** means contracts for professional personal services such as financial, accounting, personnel, risk management, insurance, real estate and economics, architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS)

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

Chapter 279C as well as non- professional services such as a short-term Consultant or services for office maintenance.

- p) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.
 - q) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits, and regulatory approvals not provided by the Owner necessary to successfully comply with any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.
- 2) **Contractor Identification.** Contractor shall furnish to Owner its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as Owner deems applicable.
- 3) **Oregon Corporation Registration, Valid Oregon City Business License, and Other Professional Certification Required.** Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, that the corporation is in good standing within the State of Oregon. For the duration of this Contract, Contractor shall maintain a valid Oregon City Business License as per Oregon City Municipal Code Chapter 5.04, or a Metro business license for qualifying projects, and any professional occupation licenses required by state or local law and shall furnish proof to Owner upon request.
- 4) **Payment.**
- a) Invoices submitted in connection with this Contract shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
 - b) Owner agrees to pay Contractor within thirty (30) days after receipt of Contractor itemized statement, unless the parties agree to payment to be made on other specified terms. Amounts disputed by Owner may be withheld pending settlement.
 - c) Owner certifies that sufficient funds are available and authorized for expenditure to finance the cost of the materials, equipment, labor, and/or services to be provided pursuant to this Contract.
 - d) Owner shall not pay any amount in excess of the compensation amounts set forth in this Contract nor shall Owner pay Contractor any fees or costs that Owner reasonably disputes.
 - e) With respect to Public Improvement Contracts, Owner may withhold retainage not to exceed 5% of the payment due. Retainage shall be released in accordance with ORS 279.C.570 and applicable laws.
- 5) **Independent Contractor Status.**
- a) Contractor is an independent contractor as defined in ORS 670.600 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) Contractor 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. Contractor maintains a business location that is separate from, and not affiliated with, the offices of the Owner and bears the risk of loss related to the Contractor's 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 Contract. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Contract.
 - c) Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
 - d) Contractor agrees and certifies that:
 - i) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any Public Employee Retirement System (PERS) or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

6) Early Termination.

- a) This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties or by the Owner upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in-person prior to the stated expiration date.
- b) Upon receipt of notice of early termination, Contractor 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 Contract shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.
- d) The rights and remedies of the Owner provided in this Contract and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7) No Third-Party Beneficiaries. Owner and Contractor 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 parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8) Payment of Laborers; Payment of Taxes.

- a) Contractor shall:
 - i) Make payments promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Contract.
 - ii) Pay all contributions and amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.
 - iii) Not permit any lien or claim to be filed or prosecuted against the Owner 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 the Contractor under this Contract and, unless Contractor is subject to back-up withholding, the Owner will not withhold from such compensation or payments any amount(s) to cover Contractor'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 the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, the Owner 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 to the Contractor by reason of this Contract.
- c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- d) Contractor and its subcontractors, 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.
- e) With respect to Public Improvement Contracts or Professional Service Agreements, all hours of labor shall comply with ORS 279C.520 and overtime pay provided as specified in ORS 279C.540.

9) Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Owner. The Owner, by this Contract, incurs no liability to third parties for payment of any compensation provided herein to the Contractor.

10) Access to Records. Contractor shall maintain all books, documents, papers and records, in paper or electronic form, for a period of no less than three years from the date of substantial completion for the purpose of making audit, examination, excerpts and transcripts. Owner shall have access to all books,

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

documents, papers and records of Contractor, existing in paper or electronic form, that are pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

- 11) Confidentiality.** During the course of completing Work, Contractor or its Agent(s), employees, or consultants, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing Work of the confidentiality obligation that pertains to such information.
- 12) Ownership of Work Product; License.** All work products of Contractor that result from this Contract (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner 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 Owner or produced by Contractor under this Contract. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Contract are work specially commissioned by Owner, and that any and all such work shall be work made for hire in which all rights and copyrights belong exclusively to Owner. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Contract without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.
- 13) Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local laws and ordinances applicable to the Work to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, 279B.270 and 279C.515. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503, 504 and 508 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 14) Use of Recycled Products; Demolition Contracts to Require Material Salvage; Lawn and Landscape Maintenance Contracts to Require Composting or Mulching.** Contractors are encouraged to use recycled products, including recycled paper, recycled oil and recycled PETE products, whenever possible and appropriate in completing the Work. In accordance with ORS 279C.510, contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. To the extent applicable to scope of work, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 15) Professional Standards.** With respect to contracts for Professional Services, Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in Owner's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Contract
- 16) Completion and Correction of Work.** Work shall be completed in compliance with the terms set forth in the Contract Documents. Owner shall have the right to reject in writing any Work that does not comply with Contract Document specifications. The Contractor shall perform such additional work as may be necessary to correct Contractor's errors without undue delays and without additional cost.
- 17) Modification, Supplements, Change Orders 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

Last updated November 6, 2025

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STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

hereto.

18) **Indemnity and Insurance.**

a) Indemnity.

- i) Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold Owner, 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 caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, consultants or employees of Contractor provided pursuant to this Agreement.
- ii) Notwithstanding any other provision of this Contract the foregoing, person(s) providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall not be required to defend the Owner against a professional negligence claim resulting from the professional services provided under this Contract, except to the extent that such liability or fault is determined by adjudication, alternative dispute resolution or resolved by mutual settlement agreement, and shall not to exceed the person's proportionate fault.

b) Workers' Compensation Coverage. Contractor certifies that Contractor has or is qualified for and will maintain workers' compensation as required by the State of Oregon, ORS Chapter 656. Contractor shall provide the Owner, within ten (10) days after full execution of this Contract, 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 Owner, pursuant to OAR 836-043-0001. All agents or consultants of Contractor shall maintain such insurance.

c) General Liability and Commercial Automobile Insurance Coverage. Contractor shall maintain general liability and commercial automobile liability insurance for the protection of Contractor and Owner, insuring against liability for bodily injury or property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation. General Liability policy shall be in an amount not less than \$2,000,000, per and \$2,000,000 combined single limit coverage under the Commercial Automobile policy. Such insurance shall name Owner, its directors, officers, agents, and employees, as an additional insured, with the stipulation that Contractor insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

d) Professional Liability Insurance:

Contractor shall provide Owner with evidence of professional liability insurance for the protection of Contractor and its employees, insuring against claims for damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 per claim and in the aggregate. If professional liability insurance is cancelled or discontinued prior to Work or Services under this Contract, then Contractor shall implement a supplemental reporting period (tail) of no less than 3 years. Contractor shall maintain in force such coverage for not less than six (6) years following completion of the project.

Within ten (10) days after the full execution of the Contract, Contractor shall furnish Owner with a certificate evidencing the dates, amounts, and type of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to Owner before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy with prior written authorization from Owner. The provisions of the subsections fully apply to Contractor and its consultants or agents.

e) Such insurance will include contractual liability.

19) **Legal Expenses.** In the event legal action is brought by Owner or Contractor 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.

STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

- 20) **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.
- 21) **Number and Gender.** In this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 22) **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.
- 23) **Hierarchy.** The conditions contained in this document are applicable to every Personal Services Agreement entered into by the Owner in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.
- 24) **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.
- 25) **Notices.** Any notices, bills, invoices, reports or other documents required by this Contract shall be sent by the parties by United States mail with postage prepaid, personally delivered to the addresses listed in the Agreement attached hereto, or sent electronically. All notices shall be in writing and effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.
- 26) **Nonwaiver.** The failure of Owner to insist upon or enforce strict performance by Contractor 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.
- 27) **Information and Reports.** Contractor shall, at such time and in such form as Owner 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 Owner. Contractor shall furnish Owner, 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 Owner but shall remain with Contractor. Copies as requested shall be provided free of cost to Owner.
- 28) **Owner's Responsibilities.** Owner shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Contract. Owner shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.
- 29) **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 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

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR
PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 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.
- 30) 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.
- 31) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures using an electronic verification system approved by the Owner shall be considered as valid signatures.
- 32) Entire Agreement.** This Contract signed by both parties is the parties' final and entire Agreement and supersedes all prior contemporaneous oral or written communications between the Parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

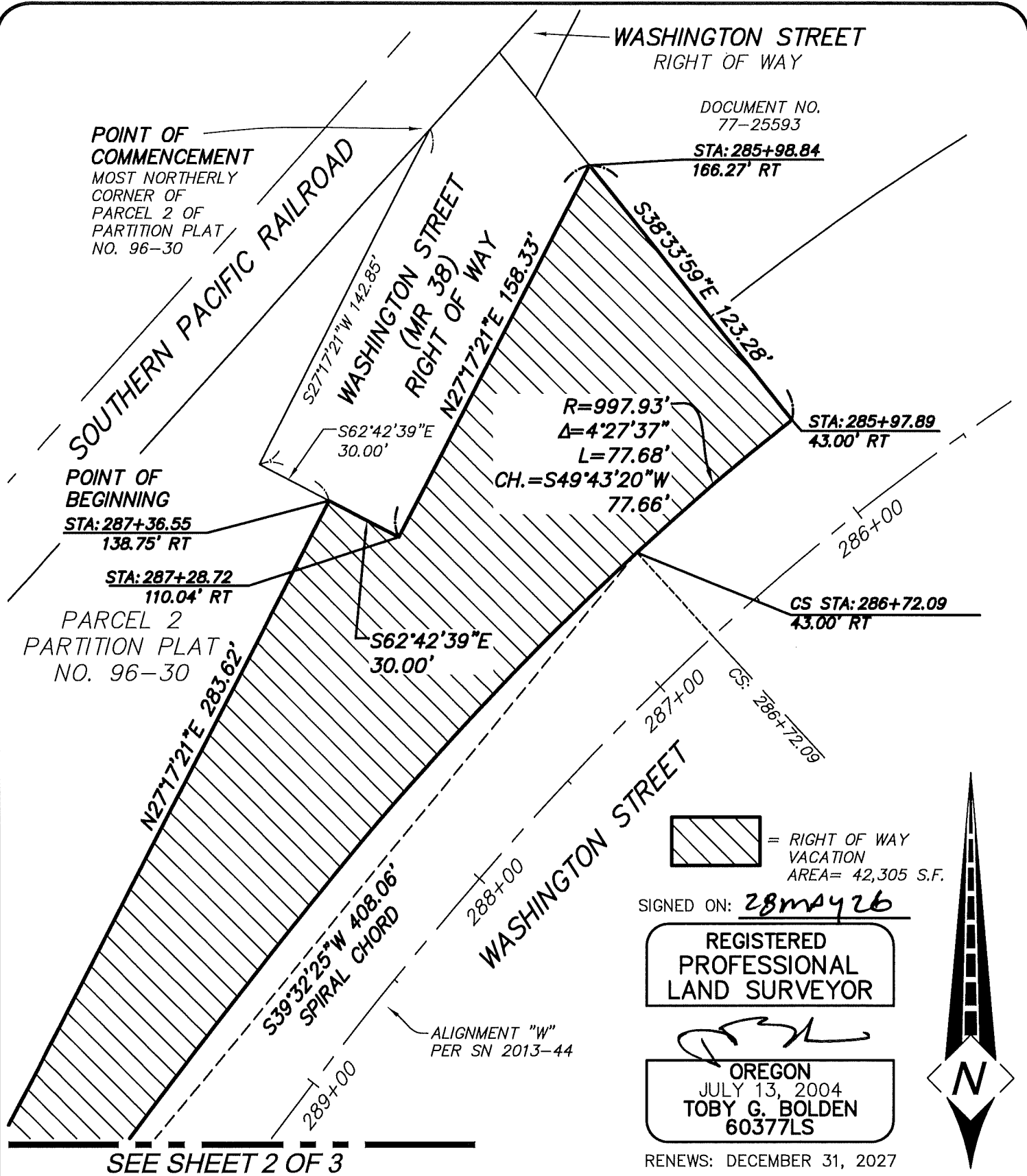


EXHIBIT "B"
RIGHT OF WAY VACATION
CITY OF OREGON CITY, CLACKAMAS COUNTY, OR
Scale: 1"=50'



CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189

SEE SHEET 1 OF 3

SOUTHERN PACIFIC RAILROAD

PARCEL 2
PARTITION PLAT
NO. 96-30

S39°32'25"W 408.06'
SPIRAL CHORD

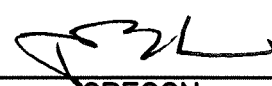
ALIGNMENT "W"
PER SN 2013-44

ST STA: 290+72.09
43.00' RT

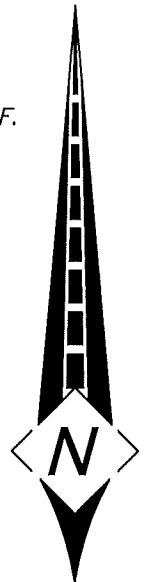
 = RIGHT OF WAY
VACATION
AREA= 42,305 S.F.

SIGNED ON: 28 May 26

REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWS: DECEMBER 31, 2027



SEE SHEET 3 OF 3

WASHINGTON STREET

CLIENT: OREGON CITY
REV. DATE: 05/28/2026
DRAWN BY: MPW
SHEET No. 2 OF 3

EXHIBIT "B"
RIGHT OF WAY VACATION
CITY OF OREGON CITY, CLACKAMAS COUNTY, OR
Scale: 1"=50'


CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189

SEE SHEET 2 OF 3

PARCEL 2
PARTITION PLAT
NO. 96-30

N27°17'21"E 121.83'

N31°30'08"E 283.64'

S35°30'02"W 393.94'

WASHINGTON STREET

ALIGNMENT "W"
PER SN 2013-44

STA: 294+66.03
43.00' RT



= RIGHT OF WAY
VACATION
AREA= 42,305 S.F.

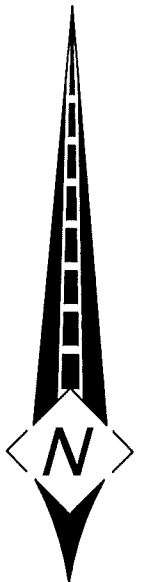
SIGNED ON: 28 May 26

REGISTERED
PROFESSIONAL
LAND SURVEYOR

TGB

OREGON
JULY 13, 2004
TOBY G. BOLDEN
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RENEWES: DECEMBER 31, 2027



CLIENT: OREGON CITY
REV. DATE: 05/28/2026
DRAWN BY: MPW
SHEET No. 3 OF 3

EXHIBIT "B"
RIGHT OF WAY VACATION
CITY OF OREGON CITY, CLACKAMAS COUNTY, OR
Scale: 1"=50'


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