

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1637

AGREEMENT FOR SERVICES

HAILEY & SONS CONSTRUCTION, INC. (BUILDING INSPECTIONS)

THIS AGREEMENT is made and entered into by and between the City of Newberg, an Oregon Municipal Corporation ("City"), and Hailey & Sons Construction, Inc. ("Agent").

RECITALS:

1. Agent is qualified by special training and experience to provide said services.
2. Agent has reviewed City's files concerning such services and feels that the Agent can complete the scope of work within the amount of fees allocated for the scope of work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. **Scope of Work.** Agent shall provide such services at the request of City and in consultation with City. The specific services which Agent shall provide are set forth in the Scope of Work which is attached.
2. **Personal Service.** The City has selected Agent, based on Michael Hailey's reputation and specialized expertise in plan checking services, including fire-life safety, sprinkler systems, structural and mechanical services. Agent shall not assign work under this Agreement to other persons unless first approved in writing by City.
3. **Compensation.** City shall pay Agent for services rendered at Fifty-five Dollars (\$55.00) per hour with the attached Fee Schedule marked Exhibit "B". Payments to Agent shall be made in accordance with the City's accounts payable practices and procedures as soon as possible after submission, review and approval of billing statements from Agent. Agent shall provide a billing statement in a form acceptable to the City. Each Scope of Work shall contain a not-to-exceed figure. Agent shall not exceed the amount without prior written authorization from the City.
4. **Term.** This Agreement is effective upon execution and remains in effect until terminated. This Agreement may be terminated at any time pursuant to Paragraph 7.
5. **Termination.** Either party may terminate this Agreement provided that the party seeking termination advises the other party in writing with sufficient and reasonable time to allow transition of files from Agent to City. Agent shall be entitled to payment for all satisfactory services rendered prior to termination. After the termination of this Agreement, and in the event City requests Agent to consult or testify on behalf of City concerning the work performed by Agent during the term of this Agreement, Agent shall be paid at the rate of \$55.00 per hour for such services.
6. **Insurance.** City will insure as City Agent.
7. **Statutory Requirements/Workers' Compensation.** ORS 279.310 to 279.430, relating to public contracting, are incorporated herein by reference to the extent that said statutes are applicable to professional services agreements of this nature. The Agent shall comply with ORS 656.017 for all

employees who work in the State of Oregon for more than ten (10) days. The Agent shall provide the City of Newberg with certification of workers' compensation insurance with employer's liability in the minimum amount of One Hundred Thousand Dollars (\$100,000.00).

8. Waiver and Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

9. Notice. Any required notice pursuant to this Agreement shall be served at the following address:

City of Newberg
PO Box 970
Newberg, Oregon 97132

~~Michael~~ ^{HAILEY & SONS} Hailey Construction, Inc.
17692 SE Amity Vinyards Road
Amity, Oregon 97101

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of November, 1998.

CITY OF NEWBERG,
an Oregon Municipal Corporation

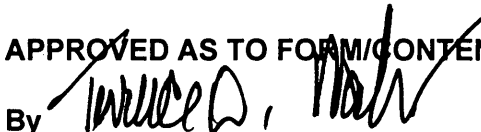
HAILEY & SONS CONSTRUCTION, INC.

By 
Duane R. Cole, City Manager

By 
Michael Hailey, President

Agent's Federal ID No.: 93-1252675

APPROVED AS TO FORM/CONTENT:

By 
Terrence D. Mahr, City Attorney

SCOPE OF WORK

to Agreement between Hailey & Sons Consulting, Inc.

Cherry Hill Apartments

In order to determine if the owner of the apartment complex located at 1536 East Third Street, Newberg has corrected all required building code violations, as previously agreed upon, it will be necessary that this inspector review the existing file to determine the extent of what was needing repair. This review will involve a minimum of two (2) hours. Should the City desire that a complete site inspection be conducted by this inspector, an additional 26 hours should be allowed for the inspection and written reports. The maximum time, not including any time this inspector is required to appear in Court is not-to-exceed twenty-eight (28) hours. Should this inspector be required to appear in Court, the hourly rate of Fifty-five Dollars (\$55.00) per hour will be billed to the City.

Not-to-exceed amount on this project: <u>\$1540.00</u>
--

SCOPE OF WORK

to Agreement between Hailey & Sons Consulting, Inc.

Residence on Hancock

In order to determine the adequacy of the residence and out buildings, located at 1206 East Hancock Street, Newberg, I purpose that the initial file review and inspection will take a minimum of three (3) hours. Should this inspector be requested to conduct an inspection after any necessary corrections are made, there will be an additional two (2) hours required. The maximum time expected to complete the inspections and provide written reports to the City Attorney is projected to be not-to-exceed five (5) hours. Should my testimony be required at the trial, the actual time involved will be in addition and billed at the hourly rate of Fifty-five Dollars (\$55.00) per hour.

Not-to-exceed amount on this project: \$275.00
--