Point of Contact:	
Term of Contract:	

# CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and INDEPENDENT PEOPLE INC. ("Contractor").

#### **RECITALS**

- A. City requires services that Contractor is capable of providing under the terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

#### **AGREEMENT**

1. <u>Term.</u> The term of this Agreement shall be from the October 1, 2022 until June 30, 2025, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor's performance that has not been cured.

#### 2. <u>Compensation</u>.

- (a) City agrees to pay Contractor on a monthly basis for the services required in the Statement of Work stated in Exhibit A. Total compensation, including reimbursement for expenses incurred, shall not exceed twelve thousand eight hundred and forty dollars (\$12,840) per month.
- (b) City agrees to pay Contractor for additional services on a time-and-materials basis, including reimbursement for expenses incurred, at the rate of \$32.63 per hour, based on the Request for Price Approval form in Exhibit B, attached hereto and by this reference incorporated herein.
- 3. <u>Scope of Services</u>. Contractor's services under this Agreement shall consist of services as detailed in Statement of Work Exhibit A, attached hereto and by this reference incorporated herein.
- 4. <u>Standard Conditions</u>. This Agreement shall include all of the standard conditions as detailed in Exhibit C, attached hereto and by this reference incorporated herein.
- 5. <u>Schedule</u>. The components of the project described in the Scope of Services shall be completed according to Term, above.
- 6. <u>Integration</u>. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City 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.

	nd shall b	d States mail, by hand delivery or by electronic be effective when delivered. If mailed, notices shall be ailing, unless sooner received.
To the City:		City of Oregon City PO Box 3040 625 Center St Oregon City, OR 97045 Attention: Accounts Payable
To Contractor:		
		e City with a current address. Either party may by providing notice to the other party in the manner
the laws of the state of Oregon without	resort to ties have	shall be governed and construed in accordance with any jurisdiction's conflicts of law, rules or doctrines.
appointed officers off this	uay	, 01
CITY OF OREGON CITY		INDEPENDENT PEOPLE INC.
By:  Matt Zook  Title: Finance Director		By: Name:
DATED:	, 20	Name:
By:		DATED:, 20
Anthony J. Konkol III Title: City Manager		
DATED:	, 20	ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):
APPROVED AS TO LEGAL SUFFICIENCY:		DATE:
By:		

Notices. Any notices, bills, invoices, reports or other documents required by this

7.

#### STATEMENT OF WORK

Statement of Work for Janitorial Services Contract with the City of Oregon City, in compliance with the Department of Administrative Services, Oregon Forward program pursuant to OAR 125-055-0005. Included, are eight separate set of work standards for six municipal buildings within the city.

#### **DEFINITIONS**

The following definitions and minimum requirements apply to all the facilities included in the cleaning contract with the City of Oregon City. Contractor is responsible for maintaining the standard of cleaning expected within each facility as outlined in each separate Scope of Services.

<u>General Cleaning</u> is defined as the use of multi-purpose cleaners, degreasers, restroom cleanser, carpet spotter, window cleaner, disinfectant spray, wet and dry mops, vacuum cleaner, duster, and cleaning rags, where applicable, to maintain the cleanliness in all specified areas of each facility.

<u>Paper Product Refills</u> is defined as the replacement of kitchen roll towels, paper towels, toilet paper, hygiene dispenser bags, seat covers and facial tissue where applicable.

<u>Security and Alarm Responsibility</u> is defined as the Contractor's requirements to secure and lock all buildings and set any alarm systems when the Contractor is leaving any facility.

<u>Communication</u> is defined as any timely correspondence with a facility contact person or manager via email, telephone, text, or any reasonable form of communication to convey the needs of the facility, such as product ordering, notification of an incident that needs attention or addressing comments and concerns.

<u>Cleaning</u> means the surface is visibly free from dust, dirt, fingerprints, grease, grime, rust (where applicable), spots, stains, or smudges, foreign substances, free of organic material, feces, and urine, or other soil.

<u>Disinfect</u> means the method and product used is sufficient to kill bacteria, viruses and fungi and prevent or slow their return.

<u>Dusting</u> means removing the dust from all vertical and horizontal surfaces. All furnishings, fixtures, and structural surfaces including ledges must be free of dust. Documents must not be moved to accomplish dusting.

Interior Window Cleaning means removing fingerprints, smudges, splatters, and similar debris.

<u>Sanitize</u> means the method and product used is sufficient to significantly reduce the amount of bacteria, viruses, and fungi on the cleaned surface.

<u>Carpet Spot Cleaning</u> means removal of stains, spots, and on carpeted surfaces through use of a cleaning agent that will not damage the carpet or non-carpeted area.

<u>Spray Buff</u> means the use of the provided floor scrubber, at the Robert Libke Safety Building, on the rubber floor pads in the "Cross-Fit" room.

<u>Public and Common Areas</u> means lobbies, hallways, and all other areas where people normally walk, and in conference rooms.

<u>Vacuuming</u> means the process of using vacuuming equipment on all floor surfaces, including ones hidden under furniture, until free of dirt, dust, and debris.

<u>Garbage and Recycling Removal</u> means the process of emptying described garbage and recycle bins and disposing of such material into outside garbage collection areas at each specified location.

#### **OBJECTIVES**

Contractor shall furnish all equipment, materials, and services necessary to perform the janitorial duties according to known best practices in high performance cleaning that will contribute to the City's sustainability principles, and green building goals for existing buildings. All work shall be completed in a satisfactory manner and at not less than the frequencies set forth in the contract specifications. The premises of all facilities contained in this contract shall be maintained in a neat, clean, orderly, and first-class condition according to the requirements herein.

Contractor shall comply with all Federal, State and Local laws pertaining to employment, taxes and hiring guidelines of the Oregon Forward program.

#### **LOCATIONS**

- 1) Police Department 1234 Linn Ave
- 2) Commission Chambers 1234 Linn Ave.
- 3) Municipal Court 1234 Linn Ave.
- 4) Community Development 698 Warner Parrot Rd.
- 5) Mt. View Cemetery 500 Hilda St.
- 6) Library 606 John Adams St.
- 7) Pioneer Adult Community Center 615 5th St.
- 8) Public Works 13895 Fir St.

#### **SCHEDULE**

The attached Scope of Services for each facility outlines the scheduled cleaning days and any specific additional cleaning requirements that need to be addressed.

#### EMERGENCY CLEANING AND CHARGES

Emergency cleanings, such as soiled restrooms or carpeted areas outside of the normal cleaning schedule, can be called in to contractor if the area that needs emergency attention cannot wait to be cleaned on the following scheduled cleaning day. General spills and toilet issues that can be addressed by office staff should be assessed reasonably. Charges that are invoiced for Emergency Cleanings are determined by the extent of the cleaning and the time involved.

# POLICE DEPARTMENT

# Schedule

Three days per week, Tuesday, Thursday, and one weekend day.

# **AREAS TO BE SERVICED**

(x) Entrance and Reception	(x) Conference Rooms
(x) General Offices and Cubicles	(x) Cubicles
(x) Private offices	( ) Elevator
(x) Hallways	(x) Kitchen
( ) Stairs	(x) Coffee Counter

GEN	IERAL CLEANING	Daily	Weekly	Monthly	Yearly
1.	Empty waste baskets		3		
2.	Wash and sanitize waste baskets		As Needed		
3.	Replace plastic trash liners		As Needed		
4.	Dust and wipe all furniture, desks, chairs, tables		3		
5.	Dust all horizontal surfaces to six feet		3		
6.	Dust filing cabinets, bookcases, shelves		3		
7.	Clean and sanitize all phone instruments		3		
8.	Clean and sanitize drinking fountain		3		
9.	Clean entrance door glass (remove fingerprints)		3		
10.	Clean door frames and light switches			1	
11.	Clean kickplates and push plates, door handles			1	
12.	Clean desktops, tabletops, and countertops		3		
13.	Clean and polish bright metal surfaces		3		
14.	High dust above six feet			1	
15.	Clean ceiling diffusers			1	
16.	Dust venetian blinds/vertical/horizontal blinds			1	
17.	Dust wood panel surfaces			1	
18.	Remove cobwebs throughout building as seen		3		
19.	Clean coffee bar		3		
20.	Empty waste receptacles in lunchroom		3		
21.	Arrange furniture and vacuum		3		
22.	Papers are not to be disturbed on desks		3		
23.	Trash liners are to be furnished by: Oregon City Police Depart	ment	3		
wir	IDOWS				
24.	Wipe fingerprints off office glass partitions		3		
	Wipe fingerprints off entrance glass windows		3		
	Wipe fingerprints off entrance glass doors		3		
	Wipe fingerprints off interior glass doors		3		
	Wipe frames and thresholds of glass doors		As Needed		
RES	TROOMS	Daily	Weekly	Monthly	Yearly
_	Sanitize & polish sinks, toilets, and urinals		3		
	Clean and polish chrome fittings		3		
	Clean and sanitize top and bottom of toilet seats		3		
Э1.	cican and samuze top and pottom of tollet seats		J		

32.	Clean glass and minor	3	
33.	Empty waste receptacles and insert liners	3	
34.	Disinfect waste receptacles	As Needed	
35.	Disinfect toilet partitions and urinal partitions	3	
36.	Damp mop floor	3	
37.	Remove spots and splashes from walls	3	
38.	Remove finger marks from doors and frames	As Needed	
39.	Remove finger marks from light switches	As Needed	
40.	Remove finger marks from door push plates	As Needed	
41.	Refill all dispensers	As Needed	
42.	Dust horizontal surfaces to six feet	1	
43.	Clean ceiling diffusers in ceilings and walls	As Needed	
44.	Wash and disinfect walls, doors and frames	As Needed	
45.	Flush toilet bowl & urinals with bowl cleanser	3	
RESI	LIENT FLOORS		
46.	Dust mop	3	
47.	Sweep and broom	3	
48.	Damp mop	3	
CAR	PETS		
49.	Vacuum traffic areas	3	
50.	Vacuum entire carpet areas	3	
51.	Vacuum entrance mats	3	
ADD	OITIONAL AREAS		
52.	Damp mop cross trainer room floor mats	3	
53.	Use floor scrubber on floor mats		1

3

32. Clean glass and mirror

# **COMMISSION CHAMBERS**

# Schedule

Three days per week, Tuesday, Thursday, and one weekend day.

# **AREAS TO BE SERVICED**

(x) Entrance and Reception	(x) Conference Rooms
(x) General Offices and Cubicles	(x) Cubicles
(x) Private offices	( ) Elevator
(x) Hallways	(x) Kitchen
( ) Stairs	(x) Coffee Counter

GEN	IERAL CLEANING	Daily	Weekly	Monthly	Yearly
54.	Empty waste baskets	-	3	•	-
55.	Wash and sanitize waste baskets		As Needed		
56.	Replace plastic trash liners		As Needed		
57.	Dust and wipe all furniture, desks, chairs, tables		3		
58.	Dust all horizontal surfaces to six feet		3		
59.	Dust filing cabinets, bookcases, shelves		3		
60.	Clean and sanitize all phone instruments		3		
61.	Clean and sanitize drinking fountain		3		
62.	Clean entrance door glass (remove fingerprints)		3		
63.	Clean door frames and light switches		As Needed		
64.	Clean kickplates and push plates, door handles		As Needed		
65.	Clean desktops, tabletops, and countertops		3		
66.	Clean and polish bright metal surfaces		3		
67.	High dust above six feet			1	
68.	Clean ceiling diffusers			1	
69.	Dust venetian blinds/vertical/horizontal blinds			1	
70.	Dust wood panel surfaces			1	
71.	Remove cobwebs throughout building as seen		3		
72.	Clean coffee bar		3		
73.	Empty waste receptacles in lunchroom		3		
74.	Arrange furniture and vacuum		3		
75.	Papers are not to be disturbed on desks		3		
76.	Trash liners are to be furnished by: Municipal Court office		3		
WIN	IDOWS				
77.	Wipe fingerprints off office glass partitions		3		
78.	Wipe fingerprints off entrance glass windows		3		
79.	Wipe fingerprints off entrance glass doors		3		
80.	Wipe fingerprints off interior glass doors		3		
81.	Wipe frames and thresholds of glass doors		As Needed		

RESTROOMS	Daily	Weekly	Monthly	Yearly
82. Sanitize & polish sinks, toilets and urinals		3		
83. Clean and polish chrome fittings		3		
84. Clean and sanitize top and bottom of toilet seats		3		
85. Clean glass and mirror		3		
86. Empty waste receptacles and insert liners		3		
87. Disinfect waste receptacles		As Needed		
88. Disinfect toilet partitions and urinal partitions		3		
89. Damp mop floor		3		
90. Remove spots and splashes from walls		3		
91. Remove finger marks from doors and frames		As Needed		
92. Remove finger marks from light switches		As Needed		
93. Remove finger marks from door push plates		As Needed		
94. Refill all dispensers		As Needed		
95. Dust horizontal surfaces to six feet		1		
96. Clean ceiling diffusers in ceilings and walls		As Needed		
97. Wash and disinfect walls, doors and frames		As Needed		
98. Flush toilet bowl & urinals with bowl cleanser		3		
CARPETS				
99. Vacuum traffic areas		3		
100. Vacuum entire carpet areas		3		
101. Vacuum entrance mats		3		

# MUNICIPAL COURT

# Schedule

Three days per week, Tuesday, Thursday, and one weekend day.

# **AREAS TO BE SERVICED**

(x) Entrance and Reception	(x) Conference Rooms
(x) General Offices and Cubicles	(x) Cubicles
(x) Private offices	( ) Elevator
(x) Hallways	(x) Kitchen
( ) Stairs	( ) Coffee Counter

GENERAL CLEANING	Daily	Weekly	Monthly	Yearly
102. Empty waste baskets		3		
103. Wash and sanitize waste baskets		As Needed		
104. Replace plastic trash liners		As Needed		
105. Dust and wipe all furniture, desks, chairs, tables		3		
106. Dust all horizontal surfaces to six feet		3		
107. Dust filing cabinets, bookcases, shelves		3		
108. Clean and sanitize all phone instruments		3		
109. Clean entrance door glass (remove fingerprints)		3		
110. Clean door frames and light switches		As Needed		
111. Clean kickplates and push plates, door handles		As Needed		
112. Clean desktops, tabletops, and countertops		3		
113. Clean and polish bright metal surfaces		3		
114. High dust above six feet			1	
115. Clean ceiling diffusers			1	
116. Dust venetian blinds/vertical/horizontal blinds			1	
117. Dust wood panel surfaces			1	
118. Remove cobwebs throughout building as seen		3		
119. Clean coffee bar		3		
120. Empty waste receptacles in lunchroom		3		
121. Arrange furniture and vacuum		3		
122. Papers are not to be disturbed on desks		3		
123. Trash liners are to be furnished by: Municipal Court office		3		
WINDOWS				
124. Wipe fingerprints off office glass partitions		3		
125. Wipe fingerprints off entrance glass windows		3		
126. Wipe fingerprints off entrance glass doors		3		
127. Wipe fingerprints off interior glass doors		3		
128. Wipe frames and thresholds of glass doors		As Needed		

RESTROOMS	Daily	Weekly	Monthly	Yearly
129. Sanitize & polish sinks, toilets, and urinals		3		
130. Clean and polish chrome fittings		3		
131. Clean and sanitize top and bottom of toilet seats		3		
132. Clean glass and mirror		3		
133. Empty waste receptacles and insert liners		3		
134. Disinfect waste receptacles		As Needed		
135. Disinfect toilet partitions and urinal partitions		3		
136. Damp mop floor		3		
137. Remove spots and splashes from walls		3		
138. Remove finger marks from doors and frames		As Needed		
139. Remove finger marks from light switches		As Needed		
140. Remove finger marks from door push plates		As Needed		
141. Refill all dispensers		As Needed		
142. Dust horizontal surfaces to six feet		1		
143. Clean ceiling diffusers in ceilings and walls		As Needed		
144. Wash and disinfect walls, doors and frames		As Needed		
145. Flush toilet bowl & urinals with bowl cleanser		3		
RESILIENT FLOORS				
146. Dust mop		3		
147. Sweep and broom		3		
148. Damp mop		3		
CARPETS				
149. Vacuum traffic areas		3		
150. Vacuum entire carpet areas		3		
151. Vacuum entrance mats		3		

# COMMUNITY DEVELOPMENT

# Schedule

Five days per week, Monday, Tuesday, Wednesday, Thursday and one weekend day.

# **AREAS TO BE SERVICED**

(x) Entrance and Reception	(x) Conference Rooms
(x) General Offices and Cubicles	(x) Cubicles
(x) Private offices	( ) Elevator
(x) Hallways	(x) Kitchen
( ) Stairs	(x) Coffee Counter

GENERAL CLEANING	Daily	Weekly	Monthly	Yearly
152. Empty waste baskets		5	-	-
153. Wash and sanitize waste baskets		As Needed		
154. Replace plastic trash liners		As Needed		
155. Dust and wipe all furniture, desks, chairs, tables		5		
156. Dust all horizontal surfaces to six feet		5		
157. Dust filing cabinets, bookcases, shelves		5		
158. Clean and sanitize all phone instruments		5		
159. Clean and sanitize drinking fountain		5		
160. Clean entrance door glass (remove fingerprints)		5		
161. Clean door frames and light switches		As Needed		
162. Clean kickplates and push plates, door handles		As Needed		
163. Clean desktops, tabletops, and countertops		5		
164. Clean and polish bright metal surfaces		5		
165. High dust above six feet			1	
166. Clean ceiling diffusers			1	
167. Dust venetian blinds/vertical/horizontal blinds			1	
168. Dust wood panel surfaces			1	
169. Remove cobwebs throughout building as seen		5		
170. Clean coffee bar		5		
171. Empty waste receptacles in lunchroom		5		
172. Arrange furniture and vacuum		5		
173. Papers are not to be disturbed on desks		5		
174. Trash liners are to be furnished by: Community Development		5		
WINDOWS				
175. Wipe fingerprints off office glass partitions		5		
176. Wipe fingerprints off entrance glass windows		5		
177. Wipe fingerprints off entrance glass doors		-		
178. Wipe fingerprints off interior glass doors		5		
179. Wipe frames and thresholds of glass doors		As Needed		

RESTROOMS	Daily	Weekly	Monthly	Yearly
180. Sanitize & polish sinks, toilets, and urinals		5		
181. Clean and polish chrome fittings		5		
182. Clean and sanitize top and bottom of toilet seats		5		
183. Clean glass and mirror		5		
184. Empty waste receptacles and insert liners		5		
185. Disinfect waste receptacles		As Needed		
186. Disinfect toilet partitions and urinal partitions		5		
187. Damp mop floor		5		
188. Remove spots and splashes from walls		5		
189. Remove finger marks from doors and frames		As Needed		
190. Remove finger marks from light switches		As Needed		
191. Remove finger marks from door push plates		As Needed		
192. Refill all dispensers		As Needed		
193. Dust horizontal surfaces to six feet		1		
194. Clean ceiling diffusers in ceilings and walls		As Needed		
195. Wash and disinfect walls, doors and frames		As Needed		
196. Flush toilet bowl & urinals with bowl cleanser		5		
RESILIENT FLOORS				
197. Dust mop		5		
198. Sweep and broom		5		
199. Damp mop		5		
CARPETS				
200. Vacuum traffic areas		5		
201. Vacuum entire carpet areas		5		
202. Vacuum entrance mats		5		
ADDITIONAL AREAS				
203. Check the vacant room on west side of building clean		As Needed		

# MT. VIEW CEMETERY OFFICE

# Schedule

Two days per week, Wednesday, and one weekend day.

# **AREAS TO BE SERVICED**

(x) Entrance and Reception	(x) Conference Rooms
(x) General Offices and Cubicles	(x) Cubicles
(x) Private offices	( ) Elevator
(x) Hallways	(x) Kitchen
( ) Stairs	(x) Coffee Counter

GENERAL CLEANING	Daily	Weekly	Monthly	Yearly
204. Empty waste baskets		2		
205. Wash and sanitize waste baskets		As Needed		
206. Replace plastic trash liners		As Needed		
207. Dust and wipe all furniture, desks, chairs, tables		2		
208. Dust all horizontal surfaces to six feet		2		
209. Dust filing cabinets, bookcases, shelves		2		
210. Clean and sanitize all phone instruments		2		
211. Clean and sanitize drinking fountain		2		
212. Clean entrance door glass (remove fingerprints)		2		
213. Clean door frames and light switches		As Needed		
214. Clean kickplates and push plates, door handles		As Needed		
215. Clean desktops, tabletops, and countertops		2		
216. Clean and polish bright metal surfaces		2		
217. High dust above six feet			1	
218. Clean ceiling diffusers			1	
219. Dust venetian blinds/vertical/horizontal blinds			1	
220. Dust wood panel surfaces			1	
221. Remove cobwebs throughout building as seen		2		
222. Clean coffee bar		2		
223. Empty waste receptacles in lunchroom		2		
224. Arrange furniture and vacuum		2		
225. Papers are not to be disturbed on desks		2		
226. Trash liners are to be furnished by: Mt. View Cemetery office		2		
WINDOWS				
227. Wipe fingerprints off office glass partitions		2		
228. Wipe fingerprints off entrance glass windows		2		
229. Wipe fingerprints off entrance glass doors		2		
230. Wipe fingerprints off interior glass doors		2		
231. Wipe frames and thresholds of glass doors		As Needed		

RESTROOMS	Daily	Weekly	Monthly	Yearly
232. Sanitize & polish sinks, toilets, and urinals	-	2		-
233. Clean and polish chrome fittings		2		
234. Clean and sanitize top and bottom of toilet seats		2		
235. Clean glass and mirror		2		
236. Empty waste receptacles and insert liners		2		
237. Disinfect waste receptacles		As Needed		
238. Disinfect toilet partitions and urinal partitions		2		
239. Damp mop floor		2		
240. Remove spots and splashes from walls		2		
241. Remove finger marks from doors and frames		As Needed		
242. Remove finger marks from light switches		As Needed		
243. Remove finger marks from door push plates		As Needed		
244. Refill all dispensers		As Needed		
245. Dust horizontal surfaces to six feet		1		
246. Clean ceiling diffusers in ceilings and walls		As Needed		
247. Wash and disinfect walls, doors and frames		As Needed		
248. Flush toilet bowl & urinals with bowl cleanser		2		
RESILIENT FLOORS				
249. Dust mop		2		
250. Sweep and broom		2		
251. Damp mop		2		
CARPETS				
252. Vacuum traffic areas		2		
253. Vacuum entire carpet areas		2		
254. Vacuum entrance mats		2		
ADDITIONAL AREAS				
255. Exterior Public Restrooms		2		

# LIBRARY

# Schedule

Seven days per week, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

#### **AREAS TO BE SERVICED**

(x) Entrance and Reception(x) Conference Rooms(x) General Offices and Cubicles(x) Cubicles(x) Private offices(x) Elevator(x) Hallways(x) Kitchen(x) Stairs(x) Coffee Counter

GENERAL CLEANING	Daily	Weekly	Monthly	<u>Yearly</u>
256. Empty waste baskets		7		
257. Wash and sanitize waste baskets		As Needed		
258. Replace plastic trash liners		As N	leeded	
259. Dust and wipe all furniture, desks, chairs, tables		7		
260. Dust all horizontal surfaces to six feet		7		
261. Dust filing cabinets, bookcases, shelves		7		
262. Clean and sanitize all phone instruments		7		
263. Clean and sanitize drinking fountain		7		
264. Clean entrance door glass (remove fingerprints)		7		
265. Clean door frames and light switches		As Needed		
266. Clean kickplates and push plates, door handles		As Needed		
267. Clean desktops, tabletops, and countertops		7		
268. Clean and polish bright metal surfaces		7		
269. High dust above six feet			1	
270. Clean ceiling diffusers			1	
271. Dust venetian blinds/vertical/horizontal blinds			1	
272. Dust wood panel surfaces			1	
273. Remove cobwebs throughout building as seen		7		
274. Clean coffee bar		7		
275. Empty waste receptacles in lunchroom		7		
276. Arrange furniture and vacuum		7		
277. Papers are not to be disturbed on desks		7		
278. Trash liners are to be furnished by: Oregon City Library		7		
WINDOWS				
		7		
279. Wipe fingerprints off office glass partitions				
280. Wipe fingerprints off entrance glass windows 281. Wipe fingerprints off entrance glass doors		7 7		
		, 7		
282. Wipe fingerprints off interior glass doors		-		
283. Wipe frames and thresholds of glass doors		As Needed		

RESTROOMS	Daily	Weekly	Monthly	Yearly
284. Sanitize & polish sinks, toilets, and urinals		7		
285. Clean and polish chrome fittings		7		
286. Clean and sanitize top and bottom of toilet seats		7		
287. Clean glass and mirror		7		
288. Empty waste receptacles and insert liners		7		
289. Disinfect waste receptacles		As Needed		
290. Disinfect toilet partitions and urinal partitions		7		
291. Damp mop floor		7		
292. Remove spots and splashes from walls		7		
293. Remove finger marks from doors and frames		As Needed		
294. Remove finger marks from light switches		As Needed		
295. Remove finger marks from door push plates		As Needed		
296. Refill all dispensers		As Needed		
297. Dust horizontal surfaces to six feet		2		
298. Clean ceiling diffusers in ceilings and walls		As Needed		
299. Wash and disinfect walls, doors and frames		As Needed		
300. Flush toilet bowl & urinals with bowl cleanser		7		
RESILIENT FLOORS				
301. Dust mop		7		
302. Sweep and broom		7		
303. Damp mop		7		
CARPETS				
304. Vacuum traffic areas		7		
305. Vacuum entire carpet areas		7		
306. Vacuum entrance mats		, 7		
550. Fastam children mats		,		
ADDITIONAL AREAS				
307. Wipe children's colored benches		7		

# PIONEER ADULT COMMUNITY CENTER

# Schedule

Five days per week, Monday, Tuesday, Wednesday, Thursday, and Friday, with occasional extra scheduled facility rental cleanings.

# **AREAS TO BE SERVICED**

(x) Entrance and Reception
 (x) Conference Rooms
 (x) General Offices and Cubicles
 (x) Private offices
 (x) Elevator
 (x) Hallways
 (x) Kitchen
 (x) Coffee Counter

GENERAL CLEANING	Daily	Weekly	Monthly	Yearly
308. Empty waste baskets		5		
309. Wash and sanitize waste baskets		As Needed		
310. Replace plastic trash liners		As Needed		
311. Dust and wipe all furniture, desks, chairs, tables		5		
312. Dust all horizontal surfaces to six feet		5		
313. Dust filing cabinets, bookcases, shelves		5		
314. Dust return vents in upper ceiling areas		5		
315. Clean and sanitize all phone instruments		5		
316. Clean and sanitize drinking fountain		5		
317. Clean entrance door glass (remove fingerprints)		5		
318. Clean door frames and light switches		As Needed		
319. Clean kickplates and push plates, door handles		As Needed		
320. Clean desktops, tabletops, and countertops		5		
321. Clean and polish bright metal surfaces		5		
322. High dust above six feet			1	
323. Clean ceiling diffusers			1	
324. Dust venetian blinds/vertical/horizontal blinds			1	
325. Dust wood panel surfaces			1	
326. Remove cobwebs throughout building as seen		5		
327. Clean coffee bar		5		
328. Empty waste receptacles in lunchroom		5		
329. Arrange furniture and vacuum		5		
330. Papers are not to be disturbed on desks		5		
331. Trash liners are to be furnished by: Pioneer Adult Community Ce	nter	5		
WINDOWS				
332. Wipe fingerprints off office glass partitions		5		
333. Wipe fingerprints off entrance glass windows		5		
334. Wipe fingerprints off entrance glass doors				
335. Wipe fingerprints off interior glass doors		5		
336. Wipe frames and thresholds of glass doors		As Needed		

RESTROOMS	Daily	Weekly	Monthly	<u>Yearly</u>
337. Sanitize & polish sinks, toilets and urinals	· ·	5	•	
338. Clean and polish chrome fittings		5		
339. Clean and sanitize top and bottom of toilet seats		5		
340. Clean glass and mirror		5		
341. Empty waste receptacles and insert liners		5		
342. Disinfect waste receptacles		As Needed		
343. Disinfect toilet partitions and urinal partitions		5		
344. Damp mop floor		5		
345. Remove spots and splashes from walls		5		
346. Remove finger marks from doors and frames		As Needed		
347. Remove finger marks from light switches		As Needed		
348. Remove finger marks from door push plates		As Needed		
349. Refill all dispensers		As Needed		
350. Dust horizontal surfaces to six feet		1		
351. Clean ceiling diffusers in ceilings and walls		As Needed		
352. Wash and disinfect walls, doors and frames		As Needed		
353. Flush toilet bowl & urinals with bowl cleanser		5		
RESILIENT FLOORS				
354. Dust mop		5		
355. Sweep and broom		5		
356. Damp mop		5		
CARPETS				
357. Vacuum traffic areas		5		
358. Vacuum entire carpet areas		5		
359. Vacuum entrance mats		5		
ADDITIONAL AREAS				
360. Clean the downstairs classroom area		5		
361. Clean after building event rentals		-	As Needed	
(Charges are separate from monthly charge per rental)				
Dust return vents, upper ceiling areas		As I	Needed	

# PUBLIC WORKS

# Schedule

Three days per week, Monday, Wednesday, and one weekend day.

# **AREAS TO BE SERVICED**

(x) Entrance and Reception(x) Conference Rooms(x) General Offices and Cubicles(x) Cubicles(x) Private offices(x) Elevator(x) Hallways(x) Kitchen(x) Stairs(x) Coffee Counter

GENERAL CLEANING	Daily	Weekly	Monthly	Yearly
362. Empty waste baskets		3		
363. Wash and sanitize waste baskets		As Needed		
364. Replace plastic trash liners		As Needed		
365. Dust and wipe all furniture, desks, chairs, tables		3		
366. Dust all horizontal surfaces to six feet		3		
367. Dust filing cabinets, bookcases, shelves		3		
368. Clean and sanitize all phone instruments		3		
369. Clean and sanitize drinking fountain		3		
370. Clean entrance door glass (remove fingerprints)		3		
371. Clean door frames and light switches		As Needed		
372. Clean kickplates and push plates, door handles		As Needed		
373. Clean desktops, tabletops, and countertops		3		
374. Clean and polish bright metal surfaces		3		
375. High dust above six feet			1	
376. Clean ceiling diffusers			1	
377. Dust venetian blinds/vertical/horizontal blinds			1	
378. Dust wood panel surfaces			1	
379. Remove cobwebs throughout building as seen		3		
380. Clean coffee bar		3		
381. Empty waste receptacles in lunchroom		3		
382. Arrange furniture and vacuum		3		
383. Papers are not to be disturbed on desks		3		
384. Trash liners are to be furnished by: Public Works Department		3		
WINDOWS				
385. Wipe fingerprints off office glass partitions		3		
386. Wipe fingerprints off entrance glass windows		3		
387. Wipe fingerprints off entrance glass doors		3		
388. Wipe fingerprints off interior glass doors		3		
389. Wipe frames and thresholds of glass doors		As Needed		

RESTROOMS	Daily Weekly	Monthly	Yearly
390. Sanitize & polish sinks, toilets, and urinals	3		
391. Clean and polish chrome fittings	3		
392. Clean and sanitize top and bottom of toilet seats	3		
393. Clean glass and mirror	3		
394. Empty waste receptacles and insert liners	3		
395. Disinfect waste receptacles	As Needed		
396. Disinfect toilet partitions and urinal partitions	3		
397. Damp mop floor	3		
398. Remove spots and splashes from walls	3		
399. Remove finger marks from doors and frames	As Needed		
400. Remove finger marks from light switches	As Needed		
401. Remove finger marks from door push plates	As Needed		
402. Refill all dispensers	As Needed		
403. Dust horizontal surfaces to six feet	1		
404. Clean ceiling diffusers in ceilings and walls	As Needed		
405. Wash and disinfect walls, doors and frames	As Needed		
406. Flush toilet bowl & urinals with bowl cleanser	3		
RESILIENT FLOORS			
407. Dust mop	3		
408. Sweep and broom	3		
409. Damp mop	3		
CARPETS			
410. Vacuum traffic areas	3		
411. Vacuum entire carpet areas	3		
412. Vacuum entrance mats	3		
ADDITIONAL AREAS			
413. Vacuum kitchen floor mats	3		
414. Clean mud room floors	3		
415. Clean the office and restroom in the warehouse area	3		



# STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES Oregon Forward Program Request for Price Approval

Public Agency: The City of Oregon City		
Oregon Forward Company: Independent People	e	
Product or Service: Janitorial Services		
Contract number (& amendment# if applicable): Misc	. Oregon City	Buildings
<b>Proposed Prices</b> (list all proposed prices and include the Specifications, and costing workbooks to justify proposed	Statement of Serv	rices or
Product/Service	Proposed Price	Units (per hour month, each, etc.)
Janitorial Services/Oregon City (OC) Municipal Bldgs	\$32.63	hour
ncludes:Police Dept., Commission Chambers		
Municipal Court, Community Development		
Mt. View Cemetery, OC Library,		
Pioneer Adult Comm. Ctr., OC Public Works		
(Not to exceed \$12,840.64 per month)		
Public Agency and Oregon Forward Company agree to locumentation meets the requirements of OAR 125-05	55- <b>0</b> 030.	and supportin
Authorized Public Agency Signature	, date <b>:</b>	
! @! !	phone #503-32(	)-7106
Email Address Kenneth W. Renne	, date: 9/08/203	
Authorized Oregon Forward Contractor Signature		
	, phone #	
Email Address		
DAS has reviewed the submitted documentation supporting Forward Contractor and approves the price for procureme service in accordance with OAR 125-055-0030.		
Darvin Pierce Digitally signed by Darvin Pierce Date: 2022.09.08 13:12:05 -07'00', da	<sub>te:</sub> 9/8/2022	
Oregon Forward Program Signature	<del> </del>	

Revised

2/26/2021

1. <u>Consultant Identification</u>. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

#### 2. Payment.

- (a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
- (b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.
- (c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.
- (d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

#### 3. <u>Independent Contractor Status.</u>

- (a) Consultant is an independent contractor 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) Consultant 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. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the 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 Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

- (c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:
- (d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.
- (e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

#### 4. <u>Early Termination</u>.

- (a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.
- (b) Upon receipt of notice of early termination, Consultant 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 Agreement 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 City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. <u>No Third-Party Beneficiaries</u>. City and

Standard Conditions to Oregon City Personal Services Agreement (4/2017) Page 1 of 5

Consultant 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 persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 6. Payment of Laborers; Payment of Taxes.
- (a) Consultant shall:
- (i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against the City 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 Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant'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 Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City 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 Consultant by reason of this Agreement.
- (c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

- (d) Consultant and subconsultants, 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.
- 7. <u>Subconsultants and Assignment</u>. Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.
- 8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.
- 9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City 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 City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.
- 10. <u>Compliance With Applicable Law.</u> Consultant shall comply with all federal, state, and

Standard Conditions to Oregon City Personal Services Agreement (4/2017) Page 2 of 5

local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

- 11. <u>Professional Standards</u>. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.
- 12. <u>Modification, Supplements or Amendments</u>. 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 hereto.

#### 13. <u>Indemnity and Insurance</u>.

- (a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including 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 Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.
- (b) <u>Workers' Compensation Coverage</u>. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, 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 City. All agents or Consultants of Consultant shall maintain such insurance.

- (c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broadform property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, peroccurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.
- (d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. <u>Legal Expenses</u>. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising

Standard Conditions to Oregon City Personal Services Agreement (4/2017) Page 3 of 5

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.

- 15. <u>Severability</u>. 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.
- 16. <u>Number and Gender</u>. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 17. <u>Captions and Headings</u>. 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.
- 18. <u>Hierarchy</u>. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over 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.
- 19. <u>Calculation of Time</u>. 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.
- 20. <u>Notices</u>. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses <u>listed in the Agreement attached hereto</u>. 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.

- 21. <u>Nonwaiver</u>. The failure of City to insist upon or enforce strict performance by Consultant 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.
- 22. <u>Information and Reports</u>. Consultant shall, at such time and in such form as City 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 City. Consultant shall furnish City, 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 City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.
- 23. <u>City's Responsibilities</u>. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

#### 24. 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

Standard Conditions to Oregon City Personal Services Agreement (4/2017) Page 4 of 5

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
- (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.
- 25. <u>Governing Law.</u> 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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017) Page 5 of 5