

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

City of Oregon Police Department Robert Libke Public Safety Building

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Klasstech AV Services ("Consultant").

RECITALS

A. City 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 City 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, 2020 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 Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **One Hundred Fifteen Thousand One Hundred Seventy and 00/100 dollars (\$115,170.00)**.

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 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 the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

Klasstech AV Services
7721 SW Cirrus Drive, Space 30c
Beaverton, OR 97008

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. 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 _____ day of _____, 20__.

CITY OF OREGON CITY

KLASSTECH AV SERVICES

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

By: _____
Jim Band
Title: Chief of Police

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

OCPD AV Installation

Exhibit A

Prepared for:

PLANB
CONSULTANCY

Prepared by:



AV Services

7721 SW Cirrus Dr.
Space 30c
Beaverton, OR
97008
503-702-3030
CCB#195268

Oregon City PD
 Council Chambers Re-Vamp
 Parts and Labor Estimate
 July 23rd, 2020



7721 SW Cirrus Drive Space 30c
 Beaverton, OR 97008
 503-702-3030

AV Services
 CCB#195268

VIDEO SYSTEM

| VS | DESCRIPTION | BRAND | MODEL | # | PRICE | EXT |
|----|--|----------------|---------------|---|----------|--------------|
| 1 | 70" Flat Screen | LG | 70UK | 5 | 1,300.00 | \$ 6,500.00 |
| 2 | 50" Flat Screen Monitor | LG | 50UK | 2 | 600.00 | 1,200.00 |
| 3 | Mount for 70" | Peerless | TBD | 5 | 216.00 | 1,080.00 |
| 4 | Mount for 50" | Peerless | TBD | 2 | 216.00 | 432.00 |
| 5 | 6' HDMI Cables | Liberty | E-HDSEM-M-02 | 7 | 18.60 | 130.20 |
| 6 | 33' HDMI Cables | Liberty | E-HDSEM-M-10 | 7 | 87.40 | 611.80 |
| 7 | 6' VGA Cable With Audio | Liberty | E-MVGAM-M-6 | 4 | 19.00 | 76.00 |
| 8 | HDMI to SDI Converter (Switcher to TV) | APPENTEK | DA-HDTV-SDI | 1 | 720.00 | 720.00 |
| 9 | Cut In floor Box, 4" deep | FSR | FL-600P-4-B | 4 | 220.50 | 882.00 |
| 10 | Top for cut in floor box | FSR | FL-600P-BLP-C | 4 | 562.50 | 2,250.00 |
| 11 | Custom Clerk Panel | Panel Crafters | WQ368341 | 4 | 110.30 | 441.20 |
| 12 | 1x8 HDMI DA | Crestron | DA8-4KZ-E | 1 | 600.00 | 600.00 |
| 13 | Dias Monitors | TBD | TBD | 7 | Owner | Provide |
| | | | | | | \$ 14,923.20 |

PROGRAM AUDIO SYSTEM

| PA | DESCRIPTION | BRAND | MODEL | # | PRICE | EXT |
|----|----------------------------------|-----------|-------------------|----|----------|--------------|
| 1 | Mic Mixer/Phone Hybrid | Crestron | 1283 | 2 | 2,400.00 | \$ 4,800.00 |
| 2 | 18" Goose Neck Table Top Mic | Shure | MX418D/C | 17 | 252.00 | 4,284.00 |
| 3 | Wireless Hand Held /LAV System | Shure | SLX124/85/SM58-H5 | 4 | 771.00 | 3,084.00 |
| 4 | Wireless Mic Distribution | Shure | UA844SWB | 1 | 425.80 | 425.80 |
| 5 | 1/2 Wave Antennas | Shure | UA820D | 2 | 25.60 | 51.20 |
| 6 | Audio Amplifier | Ashley | TBD | 1 | 1,560.00 | 1,560.00 |
| 7 | Digital Audio Recorder | Denon | DN-700R | 1 | 924.00 | 924.00 |
| 8 | Compact Line Array/House Speaker | QSC | AD-S6t-WH | 6 | 238.80 | 1,432.80 |
| 9 | Dias Monitors | Soundtube | SM400i-WH | 2 | 127.20 | 254.40 |
| 10 | 72 mhz ADA Receivers | Gentner | 910-402-003 | 4 | 81.60 | 326.40 |
| | | | | | | \$ 17,142.60 |

Oregon City PD
 Council Chambers Re-Vamp
 Parts and Labor Estimate
 July 23rd, 2020



7721 SW Cirrus Drive Space 30c
 Beaverton, OR 97008
 503-702-3030

AV Services
 CCB#195268

CONTROL SYSTEM

| CS | DESCRIPTION | BRAND | MODEL | # | PRICE | EXT |
|----|-------------------------------|----------|--------------|---|----------|--------------|
| 1 | Digital System Switcher | Crestron | DM-MD 16x16 | 1 | 5,160.00 | \$ 5,160.00 |
| 2 | 4K HDMI Input Card | Crestron | DMC-4K-HD | 6 | 600.00 | 3,600.00 |
| 3 | DM Input Cards | Crestron | DMC-C | 2 | 660.00 | 1,320.00 |
| 4 | HD-SDI Input Card | Crestron | DMC-SDI | 1 | 720.00 | 720.00 |
| 5 | DM Output Cards | Crestron | DMC-4K-CO-HD | 3 | 960.00 | 2,880.00 |
| 6 | PoE Power Injector | Crestron | DM-PSU-16 | 2 | 1,050.00 | 2,100.00 |
| 7 | DM HDMI/VGA Baluns | Crestron | DM-TX-201-C | 2 | 780.00 | 1,560.00 |
| 8 | Mainframe Processor | Crestron | CP-3 | 1 | 1,080.00 | 1,080.00 |
| 9 | HMDI DA and Audio De-Embedder | Crestron | HD-DA-2 | 1 | 300.00 | 300.00 |
| 10 | Remote System Baluns | Crestron | DM-RMC-100-C | 6 | 540.00 | 3,240.00 |
| 11 | iPad Cradle | Peerless | PTM-400 | 1 | 48.00 | 48.00 |
| 12 | Access Point | Luxxl | TBD | 1 | 252.00 | 252.00 |
| | | | | | | \$ 22,260.00 |

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 July 23rd, 2020



AV Services
 CCB#195268

7721 SW Cirrus Drive Space 30c
 Beaverton, OR 97008
 503-702-3030

INSTALLATION/ MATERIALS

| IM | DESCRIPTION | BRAND | MODEL | # | PRICE | EXT |
|---|--|-------|----------|----|----------|---------------------|
| 1 | On-Site Installation Labor | KTAVS | Estimate | 95 | 115.00 | 10,925.00 |
| 2 | Programming Labor Control | KTAVS | Estimate | 40 | 145.00 | 5,800.00 |
| 3 | Programming Labor Audio | KTAVS | Estimate | 16 | 135.00 | 2,160.00 |
| 4 | Admin Labor | KTAVS | Estimate | 4 | 70.00 | 280.00 |
| 5 | Materials/Cabling/Connectors/Rack Blanks | KTAVS | Estimate | 1 | 1,500.00 | 1,500.00 |
| 6 | Shipping/Handling | KTAVS | Estimate | 1 | 1,000.00 | 1,000.00 |
| Estimate ONLY! Actual incurred will be billed! | | | | | | |
| | | | | | | \$ 21,665.00 |

PROJECT ESTIMATE TOTAL:

\$ 75,990.80

PRICING GOOD FOR 30 DAYS FROM DATE OF ISSUANCE.

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 July 23rd, 2020



AV Services
 CCB#195268

7721 SW Cirrus Drive Space 30c
 Beaverton, OR 97008
 503-702-3030

CONTROL SYSTEM

| CS | DESCRIPTION | BRAND | MODEL | # | PRICE | EXT |
|----|---|-----------|----------------|----|----------|-------------|
| 1 | 70" Flat Screen | LG | 70UK | 1 | 1,300.00 | \$ 1,300.00 |
| 2 | Mount for 70" Screen | Sanus | TBD | 1 | 216.00 | 216.00 |
| 3 | Mainframe Control System with Audio/Video Switching | Crestron | DMPS3-4K-150-C | 1 | 3,000.00 | 3,000.00 |
| 4 | Remote System Baluns | Crestron | DM-RMC-100-C | 1 | 540.00 | 540.00 |
| 5 | Sound Bar with Camera and Mic | Logitech | Meetup | 1 | 1,078.80 | 1,078.80 |
| 6 | 7" Touch Panel | Crestron | TSW-760-B-S | 1 | 840.00 | 840.00 |
| 7 | Cable Caddy with Outlet | Crestron | TT-101-B-T | 1 | 270.00 | 270.00 |
| 8 | Installation Labor | Klasstech | Custom | 10 | 115.00 | 1,150.00 |
| 9 | Programming Labor | Klasstech | Custom | 6 | 135.00 | 810.00 |
| 10 | Admin Labor/Processing | Klasstech | Custom | 2 | 70.00 | 140.00 |
| 11 | Materials | Klasstech | Custom | 1 | 150.00 | 150.00 |
| 12 | Shipping | Klasstech | Custom | 1 | 300.00 | 300.00 |
| | | | | | | \$ 9,794.80 |

Room Total:

\$ 9,794.80

x4 (rm 127, 216, 176, 118)

\$ 39,179.20

Goods and Services NOT Included in This Proposal

The following items are not considered to be within the Scope of Work for KTAV. Any amendments that the Client may feel are required should be addressed prior to issuance of a Purchase Order. Any amendments requested or required subsequent to issuance of a Purchase Order shall be accomplished by means of a written Change Order.

1. Provision of any additional AV components other than noted in the proposal.
2. PC or lap top computers are to be furnished by client only.
3. KTAV will not do, or be liable for, any structural construction, furniture modification or painting.
4. All telcom, data or cable (Comcast etc.) connections are solely the responsibility of the client.
5. All alteration of existing flooring or ceiling structure to accommodate cable paths are the clients responsibility.
6. Any/all needed conduit or electrical line voltage supply to be the responsibility of the client.

Additional Terms and Conditions

1. KTAV shall ensure that there are no defects in either the audio or video signal quality and, to the extent that KTAV has control over the physical and electrical conditions that affect that quality of signal, shall correct any conditions to bring the signal to an acceptable level and quality.
2. KTAV is not responsible for correcting audio signal quality and system control interference caused by other facility sources. Examples include, but are not limited to, Infrared control interference caused by florescent lighting and errant radio signals from communication equipment. KTAV may, at an additional cost, troubleshoot and recommend necessary modifications to the Client's existing system in order to improve any unforeseen audio or system control issues. These recommended modifications may be in the form of system changes, shielding or facility modifications.
3. KTAV is not responsible for correcting improper facilities electrical conditions (dirty power) that may contribute negatively to the audio or video reproduction quality nor shall KTAV be responsible for any damage to the equipment caused by Client or any of their other contractors. KTAV may, at an additional cost, troubleshoot and recommend necessary modifications to the Client's existing system in order to improve any unforeseen problems with audio or video signal quality due to facilities wiring issues. These recommended modifications may be in the form of facility electrical wiring modifications or the addition of ground isolation devices.
4. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from written specifications involving extra costs shall be executed upon written Change Order, and shall be subject to an additional cost over and above the stated cost set forth in this document. All agreements and schedules are contingent upon strikes, weather delays, accidents or other delays beyond the Contractor's control.

Clients Responsibilities

This section will detail those areas where the Client will bear responsibility in order to help promote the efficiency of this engagement and to assist in ensuring that it remains in line with the quoted estimates:

1. Client is to provide electrical power for all devices. The same phase leg from the facility power distribution box shall power all AV components that are interconnected. All components shall be connected to a common earth ground. Power to the display device(s) shall be single-phase 120VAC from an independent 20A feed from the main distribution box. No lighting or lighting control devices are to be fed by any of the AV circuits. KTAV shall provide Owner with Electrical Plan Requirements Drawings prior to installation so that Owner Electrician can complete electrical system modifications as required.
2. Client shall be responsible for relocating light fixtures, HVAC and fire suppression equipment if required.
3. Client shall provide a safe, clean and unencumbered working environment free from any known hazardous materials.
4. Client is responsible for providing access to all pertinent areas for KTAV's work to be performed during agreed upon working hours and free from restrictions that may cost KTAV down time in their work. Any down time resulting in additional cost to KTAV may be billed as a change order at KTAV's discretion.
5. Client shall appoint a responsible individual who will serve as the primary contact point for KTAV. This contact shall have the authority to approve changes and to accept completed work.

Warranty Information

Equipment Warranty

All Contractor provided equipment shall be warranted as specified by the specific product manufacturer. Product repair, replacement and related shipping charges will be handled in accordance with the product manufacturer's written warranty.

Labor Warranty

In the event of an KTAV provided equipment failure, KTAV shall provide the on-site labor to remove and reinstall the failed component at no charge to the Client for up to 90-days from the system signoff date.

Exclusions

KTAV's warranty coverage excludes damage related to Client's improper use and/or improper handling of equipment. Damage related to faulty power (power outages, brown outs or surges), wind, rain, or acts of God are also excluded.

Current Service Rates

- Programming, Design and Consulting Services: \$135.00 per hour
- Technical and Installation Services: \$100.00 per hour
- Emergency Service (Less than 24 hour lead time) \$175.00 per hour

Payment Terms

This proposal and the prices contained herein are valid for a period of 30 days from the date of issuance. Custom built items are included in this proposal that require long lead times. Custom built items may not be returned for credit or replacement without incurring cost for such items. Commencement of work is dependent upon date of receipt of Purchase Order and any preexisting commitments at that time. See Proposed Schedule section for detail.

FOB: Destination

Terms: Net 30

Unpaid balance subject to 1.5% interest per month from due date

Billing Schedule: **Down payment required to begin job/order equipment:
100% equipment cost**
Or
50% of total job cost, whichever is greater.

Second Invoice:
Labor costs (if equipment costs were billed an job inception)
Or
Second 40% upon Substantial Completion*

Final Invoice:
10% – Invoiced upon system completion/Client Sign Off

*Substantial completion is equivalent to all equipment installed, calibrated and useable by the Client. At this stage some software modifications may still be in flux.

Remit Address: Klasstech AV Services
7725 SW Cirrus Drive
Space 30D
Beaverton, OR
97008

Billing Contact: Rod Whetsell Jr. rod@klasstech.com

KTAV's
Representative:

503-643-4400

Jason Wade, Partner jason@klasstech.com
503-702-3030

**PRICING GOOD FOR 30 DAYS FROM DATE OF ISSUANCE.
DOWNPAYMENT OF 100% EQUIPMENT COST REQUIRED TO GET JOB ON
ORDER.**

Approval to Proceed: _____

Date: _____

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Consultant Identification. 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. Independent Contractor Status.

(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. Early Termination.

(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. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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. Subconsultants and Assignment.

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. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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. Professional Standards. 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. Modification, Supplements 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 hereto.

13. Indemnity and Insurance.

(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) Workers' Compensation Coverage. 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 broad-form 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, per-occurrence with a \$4,000,000 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. Legal Expenses. In the event legal action is

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. 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.

16. Number and Gender. 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. 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.

18. Hierarchy. 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. 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.

20. Notices. 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 listed in the Agreement attached hereto. 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. Nonwaiver. 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. Information and Reports. 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. City's Responsibilities. 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

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

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

(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. 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.