

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

PUBLIC WORKS OPERATIONS COMPLEX – FURNITURE CONTRACT (CI 18-009)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **PACIFICWRO** (“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, 2021**, 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 **three hundred one thousand, four-hundred seventy and 09/100 dollars (\$301,470.09)**.

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: John M. Lewis

To Consultant:

PacificWRO
825 NE Multnomah, Suite 270
Portland , OR 97232
Attention: Meagan Ekerson

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

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

PACIFICWRO

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

By: _____
Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____
John M. Lewis, P.E.
Title: Public Works Director

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____ City Attorney

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 18-009 2018 Operations Center\COMMISSION REPORTS\April 7, 2021 Meeting\CI 18-009 PacificWRO Furniture Contract.docx



Proposal

Order Number	31407
Date	03/30/2021
Salesperson	Meagan Ekerson
Terms	50% DEPOSIT NET 15
Page	1 of 6

825 NE Multnomah St.
STE 270
Portland, OR 97232
Phone: 503.238.1590
Email: accounting@pacificwro.com

T Oregon City Public Works
O 122 Center Street
Oregon City, OR 97045

ATTN: Vance Walker

S Oregon City Public Works
H 13895 Fir Street
I Oregon Cityu, OR 97045
P

T ATTN: Vance Walker
O

Quote Description: Oregon City Public Works - 1st and 2nd Floor

Project Team:
Sales, Meagan Ekerson, meagan_ekerson@pacificwro.com, 503-475-2202
Project Coordinator, Baby Rivas, baby_rivas@pacificWRO.com, 503-238-1590

Group	Quantity	Description	Unit Price	Extended Amount
CONF 160	0.0		0.00	9,943.61
CONF 209	0.0		0.00	14,460.47
CONF 236	0.0		0.00	8,450.51
DESIGN / PM	0.0		0.00	10,725.00
FORMAT LAYOUT 213	0.0		0.00	4,221.63
KITCHENETTE 225	0.0		0.00	1,703.26
LAB 210	0.0		0.00	2,659.41
LABOR	0.0		0.00	52,209.64
OFFICE 111	0.0		0.00	2,820.50
OFFICE 112	0.0		0.00	2,820.50
OFFICE 114	0.0		0.00	2,904.96
OFFICE 115	0.0		0.00	3,606.62
OFFICE 117	0.0		0.00	2,913.32
OFFICE 118	0.0		0.00	3,019.52
OFFICE 120	0.0		0.00	2,923.09



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OFFICE 121	0.0		0.00	2,562.87
OFFICE 154	0.0		0.00	2,850.48
OFFICE 155	0.0		0.00	9,364.56
OFFICE 156	0.0		0.00	3,124.41
OFFICE 157	0.0		0.00	3,069.41
OFFICE 158	0.0		0.00	4,096.38
OFFICE 211	0.0		0.00	7,770.99
OFFICE 212	0.0		0.00	2,646.07
OFFICE 230	0.0		0.00	4,667.01
OFFICE 231	0.0		0.00	8,001.57
OFFICE 232	0.0		0.00	2,731.15
OFFICE 233	0.0		0.00	3,039.75
OFFICE 312	0.0		0.00	5,123.05
OPEN OFFICE 152	0.0		0.00	19,240.50
OPEN OFFICE 159	0.0		0.00	9,897.70
OPEN OFFICE 224	0.0		0.00	8,097.89
OPEN OFFICE 228	0.0		0.00	17,452.58
OPEN OFFICE 234	0.0		0.00	30,009.93
STAFF 144	0.0		0.00	14,957.71
WASTE/ STORM 110	0.0		0.00	3,929.14
WASTE/ STORM 113	0.0		0.00	4,733.56



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WASTE/ STORM 116	0.0		0.00	3,927.56
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WASTE/ STORM 119	0.0		0.00	4,543.06
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WORKSHOP 311	0.0		0.00	250.72
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			TOTAL :	\$301,470.09
			GRAND TOTAL :	\$301,470.09



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825 NE Multnomah St.
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Terms & Conditions of Sale

Quotation - Quotations set forth above shall be effective for 30 days from the date of this quotation.

Order Processing – PacificWRO (Seller) will place Buyer's order for products and services after approval of Buyer's credit, receipt of signed contract, purchase order, or quote and deposit check. Seller will make every effort to deliver and install the product as quickly as possible; however, any delivery and/or installation dates quoted are approximate.

Deposits and Credit Cards - Orders less than \$1,000, require payment with the order. Orders greater than \$1,000, require a 50% deposit with the order, 20% upon delivery, 20% upon installation and the balance is due 15 days from the date of invoice. The amount of the deposit is determined by prior business relationships, credit checks, and other pertinent information and may be changed at the sole discretion of the Seller. If payment for deposit is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.

Payment Terms - Buyer agrees to pay invoices net 15 days from date of invoice. The invoice will begin upon receipt of product in our warehouse or location. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, Buyer may pay 90% of the invoice amount for those products delivered and acceptable and withhold 10% until completion of the job. Balance is payable 15 days after final delivery.

In the event Buyer defaults in the payment of any sum due Seller, or in the event Buyer's financial condition becomes unsatisfactory to Seller, Seller shall have the right at its option, upon notice to the Buyer, to defer or discontinue shipment of any goods until such time as the default is cleared or the Buyer provides assurances of payment to Seller, in such form, content, and/or amounts as Seller, at its sole discretion deems adequate.

A service fee of 1.5 % per month (18 % per annum) will be added to all delinquent invoices.

Custom Manufactured Products - Custom manufactured product orders require payment in full at the time of order placement. The Buyer accepts that custom product is ordered as an accommodation by Seller, and that in the case of dispute, the Manufacturer shall have full and final authority.

Storage - In the event Seller must store the Products due to installation delays, Seller shall invoice Buyer for the purchase price of the product at time of arrival in Seller's warehouse. Seller shall store all Products until installation can be resumed. Delays will incur storage and/or double handling charges. Seller shall invoice Buyer for the installation of the product upon completion of the installation.

Delivery and Installation - Delivery and installation will take place during normal working hours. If the Buyer requires expedited installation, Seller shall charge Buyer for additional costs for such expedited installation. If special packaging or handling is required, Buyer will be charged for this added cost. Buyer shall be responsible for final hardwire electrical connection of electrified furniture and furniture systems.

Seller shall install Products in conformance with specifications and plans agreed to by Buyer. Buyer shall provide safe and adequate storage for the Products upon delivery to the building site. In the event Buyer fails to provide adequate storage facilities, Seller shall be entitled to store the Products and to receive reimbursement for the cost of such storage. In the event Buyer provides storage space which is not conveniently located to the installation site, Seller shall be entitled to charge Buyer for the extra cost of transporting Products to the installation site after initial delivery. The delivery site is to be clean and clear of debris prior to installation. Buyer shall provide electric, heat, protective flooring, elevator access, and adequate facilities for offloading, staging, moving and handling of all Products. All furniture will have clear and easy access to final placement site. Buyer shall provide secure overnight tool storage, and ready access to telephones during installation.

Freight - Prices do not include freight charges unless specified. Buyer will be invoiced for freight and handling when the Seller is invoiced.

Specifications and Plans - Buyer or Seller shall prepare at Buyer's expense specifications and plans for installation of the Products. The accuracy of all drawings, floor plans, quantities and specifications provided to Seller is warranted by preparer.

Change Orders - Changes or modifications to this contract or to any specifications or plans shall be stated in a Change Order and signed by the Buyer's representative. Change orders signed by Buyer's representative will be binding upon Buyer.

Inspection and Acceptance - Buyer shall inspect the Products upon completion of installation. Buyer shall be deemed to have accepted the Products if: (a) Buyer signs a work order accepting the Products; or (b) Buyer fails to reject or claim material nonconformity in the manner provided below. In the event Buyer rejects or claims material nonconformity of the Products, Buyer shall give immediate written notice to Seller of such rejection or claim of nonconformity. If the Buyer rejects the Products or claims material nonconformity, Buyer's sole remedy under this purchase order shall be for replacement and repair of the Products. Seller shall replace or repair said products within a reasonable time of receiving notification of rejection or nonconformity from the Buyer. Buyer shall not have the right to procure substitute Products as a remedy under this



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purchase order.

Delays - Seller shall not be responsible for delay, non-delivery or default in shipment or installation if occasioned by strike, act of God or event beyond the control of Seller.

Warranty - Seller warrants goods to be free of defects in materials and workmanship at time of acceptance by Buyer. Seller will represent buyer with defect or warranty issues and direct those issues for timely resolution with the manufacturer. In the event Buyer requests a variance from the manufacturer's standard installation procedures for the Products in Buyer's environment, such Products installed pursuant to the variance shall automatically be excluded from the warranty provisions.

Risk of Loss - Risk of loss shall pass to Buyer upon delivery of the Products or upon completion of installation if included in the price to Buyer.

Cancellation - Buyer acknowledges the Products described in this Purchase Agreement will be specially manufactured to meet Buyer's particular specifications. Buyer shall not, therefore, have the right to cancel this Purchase agreement or any part of it absent Seller's written agreement pursuant to a change order. Buyer shall pay any restocking charge imposed by a manufacturer in the event Seller and/or manufacturer agrees to a cancellation.

Waiver - Waiver or modification of any term of these terms and conditions shall not be a waiver or modification of the remaining terms and conditions.

Remedies - In the event legal proceedings are instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees at trial, upon arbitration and on appeal, as determined by the respective court or the arbitrator. Oregon law shall be applied in construing this Agreement. All suits to enforce this Agreement shall be brought in the Circuit Court for Multnomah County, State of Oregon.

Merger - This Agreement is the final agreement between the parties. No prior agreement written or oral, shall be binding upon the parties.

In acknowledgment and agreement of these goods, services, terms, and conditions as referenced in this proposal, below are the signatures of the duly authorized officers:

BUYER:

Name and Title (print)

Signature and Date



825 NE Multnomah St.
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Email: accounting@pacificwro.com

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Signature is acceptance of PacificWRO goods, services, terms, and conditions as referenced in this proposal.

Invoice Contact Name: Vance Walker

REMIT TO:
PACIFICWRO
825 NE MULTNOMAH ST.
STE 270
PORTLAND, OR 97232

ACH/WIRE INFORMATION AVAILABLE UPON REQUEST

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 Consultant Status.

(a) Consultant is an independent consultant 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 the 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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant shall comply with all federal, state, and 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/\$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.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

14. Legal Expenses. In the event legal action is 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(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.