

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this ___ day of _____, 1992, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and Palermini and Associates, hereinafter referred to as "CONTRACTOR," whose address is 815 SE Clatsop, Portland, OR 97202, for the period of , February 18, 1992 through June 19, 1992, and for any extensions thereafter pursuant to written agreement of both parties.

WITNESSETH:

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.310 to 279.320. ORS Chapter 279 states, in part, that the Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law

and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws Chapter 684.

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;
6. To comply with any other "Contract Provisions" attached hereto as so labeled; and
7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of TWO THOUSAND FOUR HUNDRED NINETY-NINE AND NO/100THS (\$2,499.00) DOLLARS and in the manner and at the time designated in the Scope of Work; and
2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;
2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;
3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;
4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

PALERMINI AND ASSOCIATES

By: Deborah Palermini
Title: President
Date: 3/5/92

METROPOLITAN SERVICE DISTRICT

By: Bob Martin
Title: Director, Solid Waste Dept.
Date: 2/25/92

JG:jo
FACILITY/PALERM.PSA
2/18/92

SCOPE OF WORK

The following tasks shall be completed for the implementation of an on-site construction/demolition recycling program for the renovation of the Metro Headquarters Building, located at 524 NE Grand Avenue, Portland Oregon.

- A. Assist Hoffman Construction in developing and implementing the on-site waste control program and coordinate the recycling and disposal efforts of the subcontractors. This will include:
 - 1. Determination of which subcontractors will be responsible for their own waste, and which will use a Hoffman controlled, on-site recycling and disposal system.
 - 2. Develop and coordinate the on-site recycling and disposal systems.
- B. Assist bidders, as they request, in the following areas:
 - 1. Answer questions about the "Waste Management Plan for Subcontractors", included in bid packages.
 - 2. Explain the labor and disposal cost impacts of implementing on-site recycling.
- C. Provide training to the subcontractors' crews about the recycling and disposal program during the on-site subcontractor orientation and safety training.
- D. Develop an on-site waste audit form to categorize the recycling and waste streams.
- E. Perform a waste audit based on visual inspections at least three times per week . Discuss the findings with Hoffman and the subcontractors.
- F. Utilize feedback obtained from interviews with Hoffman and the subcontractors to revise the "Waste Management Plan for Subcontractors". The objective is to develop a generic form that can be utilized for subcontracts on other projects.
- G. Coordinate the collection of "proof-of-disposal" forms from Hoffman and deliver to Metro.
- H. Coordinate with Metro staff to create a database and input material information for tracking proof-of-disposal forms.
- I. Write a final report documenting the process of implementing the on site recycling and disposal program. The report will include the following:
 - 1. Hoffman's and Bidders' reactions to the "Waste Management Plan for Subcontractors." Include the reasons for the revisions in producing the generic form.

2. Provide a chronological summary of development and implementation of the on-site recycling and disposal program.
 3. Produce a detailed analysis of the wastes produced on-site that will identify the types, quantity, transportation, recycling company or disposal company for wastes disposed of through a Hoffman controlled on-site recycling and disposal system and wastes removed by subcontractors.
 4. Provide copies of all training materials.
 5. Make recommendations for improving the program for the remainder of the project and suggestions for implementing it on other projects.
- J. Contractor must meet all of Hoffman's requirements for on-site personnel.

PAYMENT

1. Metro shall pay Contractor the amount not-to-exceed FIFTEEN HUNDRED AND NO/100THS (\$1,500.00) DOLLARS for Scope of Work items B, C, E, G, and H, all of which shall be completed on or before April 30, 1992. This Agreement will provide the initial implementation of the actual onsite program with Hoffman and the subcontractors. A high proportion of onsite time will be required to complete this work. The term of the Agreement will be from February 18 through April 30, 1992, when the EPA grant to continue this work is expected to be approved. If the grant is received prior to April 30, the amount of the contract will be prorated by an amount of TWENTY-EIGHT DOLLARS AND 30/100 (\$28.30) per working day because this portion of the work will be covered by the EPA grant.
2. Metro shall pay Contractor NINE HUNDRED NINETY-NINE AND NO/100THS (\$999.00) DOLLARS for Scope of Work items A, D, F, I and J.
3. Contractor shall submit to Metro a monthly invoice that details services performed by Contractor during the previous month. Invoices shall be sent to Jim Goddard, Solid Waste Department, Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398. Metro shall pay vendor within thirty (30) days following receipt of an approved invoice from contractor.