

PENDLETON SCHOOL DISTRICT 16R

Personal Services Contract

This Contract is between Pendleton School District #16R, hereinafter called District, and Straightline Architecture, hereinafter called Contractor. The District's supervising representative for this Contract is Michelle Jones, Director of Business Services.

1. Effective date and duration.

This Contract shall become effective on the date at which every party has signed this Contract. Unless earlier terminated or extended, this Contract shall expire when Contractor's completed performance has been accepted by District or on the December 31, 2019. However, such expiration shall not extinguish or prejudice District's right to enforce this Contract with respect to: (i) any breach of contract or warranty; (ii) any incomplete or remaining performance required of the Contractor under this Contract, or (iii) any default or defect in performance that has not been cured.

2. Statement of work

The state of work is contained in Exhibit A – Educational Facility Long-range Planning & Facility Assessment Services attached hereto and by this reference made a part hereof.

3. Consideration

- a. District agrees to pay Contractor, from available and authorized funds the sum of \$20,000 for Facility Assessments and \$25,000 for Long-range Planning such rate as is set forth in the Addendum attached hereto, for accomplishing the work required by this Contract. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$45,000.
- b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Terms and Conditions.

Attached hereto and incorporated as part of this Contract are: Exhibits A – Educational Facility Long-range Planning & Facility Assessment Services; the Terms and Conditions for Personal Service Contract; and any Addenda entered into by the parties.

5. Contractor Data and Certification

Name (tax filing): Straightline, PLLC

Address: 4521 South Cloverdale Road, Suite 102, Boise ID 83709

Business designation (check one):


<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Governmental/Non-Profit	<input checked="" type="checkbox"/>	LLC	<input type="checkbox"/>	LLP

Federal Tax ID # or SSN #: 46-1651996

A. Contractor, under penalties of perjury, does hereby certify that (a) the business designation above is correct and the number shown on this form is the correct taxpayer I.D. number, and (b) Contractor is not subject to back up withholding because (i) Contractor is exempt from back up withholding or (ii) Contractor has not been notified by the Internal Revenue Service that Contractor is subject to back up withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to back up withholding.

B. Contractor, under penalty of perjury, does hereby certify that Contractor is not in violation of any Oregon tax laws, that Contractor is authorized to conduct business in the State of Oregon, and that all representations and certifications set forth in all Exhibits and Addenda attached hereto are truthful and accurate.

By signing below, the parties agree to all terms of this Contract and of any Exhibits, attachments, and addenda.

Signed by Contractor:		Principal	9-4-18
		Signature/Title	Date
Approved by District:			
		Signature/Title	Date

PENDLETON SCHOOL DISTRICT 16R

Terms and Conditions | Personal Services Contract

1. Independent contractor; responsibility for taxes and withholding; retirement system status.

- A. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. The Contractor represents and warrants that Contractor (i) is not an employee of the State of Oregon, (ii) is not currently employed by the federal government, and (iii) has truthfully completed that portion of Exhibit B which is related to contractor information. Contractor is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 30.265.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible to receive from District any payment or withholding for federal Social Security, unemployment insurance, workers compensation or public employee retirement system benefits.

2. Subcontracts and assignment

Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interests in this contract, except as may be expressly authorized by District in writing. In the event of a subcontract, it shall expressly state that it is subject to the terms and conditions hereof.

3. Termination.

- A. This contract may be terminated at any time by the either party upon fifteen days' written notice, without cause.
- B. In addition, District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:
 - i. If District funding is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. Contractor's failure to maintain any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract.
- A. Time is of the essence of Contractor's performance of each and every obligation and duty under this Contract. In the event of default or breach, District may at any time terminate the whole or any part of this Contract by written notice to Contractor.

- B. In the event of termination by District without cause, Contractor shall be paid in accordance with the terms of this Contract for services provided, together with all costs arising out of such termination.
- C. Under no circumstances shall Contractor be entitled to claim, or receive compensation for, anticipated profits or lost opportunity.
- D. Except as limited by the terms hereof, the rights and remedies of either party provided for in this Section are not exclusive and are in addition to any other rights and remedies provided to the parties by law or under this Contract.

4. Records maintenance; access

Contractor shall maintain all records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that District, and its duly authorized representatives shall upon request have immediate access to all fiscal records and to all other books, documents, records, papers, time records, subcontractor's records, plans and writings that are pertinent to this Contract for the purpose of performing examinations and audits, and making excerpts and transcripts.

5. Compliance with applicable law

- A. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VII of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990; (iv) ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B. Persons employed under this Contract shall receive at least time and a half pay for work performed on legal holidays and for all overtime work in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
- C. The parties enter this Contract with the expectation that prevailing wages do not apply to any of the work hereunder. However, if at any time it is determined that prevailing wages (whether state or federal) were, or are, required to be paid any persons, Contractor shall have the sole responsibility therefore, without reimbursement or other extra compensation from District, and Contractor shall indemnify, defend, and hold harmless the District from any liability therefore.

6. Standard of care

The services provided by the Contractor to District under this Contract will be performed in accordance with the Contract and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the State of Oregon. Such standards are in lieu of any warranties not expressly set forth herein.

7. Contractor's registration

The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

8. Governing law

This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any and all litigation arising out of this contract shall be initiated and tried in the Circuit Court of the State of Oregon for Umatilla County.

9. Indemnity

Contractor shall indemnify and defend District from, and reimburse District for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Contractor whether or not the activity is in breach of this Contract.

10. Insurance

During the term of this Contract, Contractor shall maintain in force at its own expense, insurance as follows:

- A. If Contractor has one or more workers, as defined by ORS 656.027, Contractor shall provide workers compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers compensation coverage for all their subject workers.
- B. Professional liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000.00 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract.
- C. General liability insurance with combined single limits, or the equivalent, of not less than \$2,000,000.00, for each occurrence for bodily injury and property damage. The policy shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the District and their officers, employees, and agents are additional insureds but only with respect to the Contractor's services to be provided under this Contract.
- D. Automobile liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000.00 for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- E. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew any of the insurance coverages without thirty days' written notice from the Contractor or its insurer to District.
- F. Certificates of insurance. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to District prior to the commencement of services under this Contract. The certificate will specify all of the parties who are additional insureds, and shall acknowledge the limitations on cancellation or change set forth in the preceding paragraph. If requested, complete copies of insurance policies shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles.

11. Attorney's fees

In the event of any litigation, whether a trial or an arbitration, to interpret or enforce this Contract, the prevailing party shall be entitled to recover from the other party its costs, disbursements, expert witness fees, and attorney's fees at trial and on any appeal or review.

12. Severability

The parties agree that if any terms or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

13. Waiver

The failure of a party to enforce any provision of this Contract shall not constitute a waiver by that party of that, or any other, provision.

14. Merger clause

THIS CONTRACT, THESE TERMS AND CONDITIONS, AND THE ATTACHED EXHIBITS AND ANY ADDENDA CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. No waiver, consent, modification or change of the terms of this Contract shall bind either party unless in writing and signed by both parties.

15. Re-Use of Documents

The Contractor shall not be liable for reuse of any documents prepared by the Contractor or modifications thereof by the District or its representatives for any purpose, unless the Contractor enters into a contract with District for their use in other projects.

16. Limitation of Liability.

The liability of Contractor for any claim by District covered by applicable insurance shall be limited to the amount stated for the policy limits required by Section 10 of these Terms and Conditions whether or not Consultant acquires the required coverage.

17. No Design Responsibility

The Contractor's role is to provide project management, Contractor is not providing design or contract document services for the project. Client understands and agrees that Contractor has no legal responsibility or liability for the design of the project or the contract documents for the project.