

PERSONAL SERVICES AGREEMENT

Contractor	Devco Mechanical
Consideration	\$5,375.00
Effective Date	11/22/2024
Completion Date	12/20/2024
Project/Services	Install New HVAC

This PERSONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Devco Mechanical, INC for installing new Samsung Wind Free 3.0e Seer2 12k BTU heat pump in The Dalles Police Department, for the City.

WHEREAS, the City requires performance of certain personal services; and

WHEREAS, Contractor desires to perform those certain personal services pursuant to the compensation and conditions set forth herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

A. Contractor's Duties

1. Scope of Services. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor's 11/13/2024, proposal, attached to and made part of this Agreement as **Exhibit A (Work)**. The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibit A** but necessary to fully and effectively perform those specifically listed tasks.
2. Insurance and Indemnity.
 - a. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000.
 - b. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.
 - c. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering



each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.

- d. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subconsultants) acts or omissions in the performance of this Agreement.

3. Payments.

- a. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- c. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- d. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- e. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

B. City's Duties

1. Compensation.

- a. The City agrees to compensate Contractor for the Work in an amount not to exceed **\$5,375.00** to be paid by check. Contractor to provide the City with a completed Form W-9 within fourteen (14) days of this Agreement's execution and further expressly agrees the City's payment obligations under this Agreement are



a condition subsequent to Contractor's provision to the City of a completed Form W-9.

- b. The City agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date; provided, however, if Contractor requires an up-front partial payment to commence performance under this Agreement, the City may elect to provide Contractor up to one-half of this Agreement's authorized funding before Contractor's performance obligations are triggered.
- c. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- d. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

C. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency



free from City direction and control over the means and manner of completing the Work.

6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Subconsultants. Contractor agrees to provide the City with a list of proposed subconsultants before awarding any subcontract connected with the Work or this Agreement and shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.
8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
9. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

Continues on next.



10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: Matthew Klebes
City of The Dalles
313 Court Street
The Dalles, OR 97058

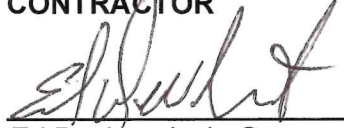
To Contractor: Devco Mechanical
PO Box 966
Bargeway Road
The Dalles, Or 97058

IN WITNESS WHEREOF, the Parties duly execute this **PERSONAL SERVICES AGREEMENT** this 25 day of November , 2024.

CITY OF THE DALLES


Matthew Klebes, City Manager

CONTRACTOR


Ed Devlaeminck, Owner



DEVCO MECHANICAL

INDUSTRIAL • COMMERCIAL • RESIDENTIAL
PLUMBING • HEATING • AIR

PO Box 966
1539 Bargeway Road
The Dalles, OR 97058
devcomechanical.com

Ph :(541) 298-8889
Fax:(541) 298-8111
CCB#94244

PROPOSAL

TO: City of The Dalles
ATTN: Mike Kasinger
EMAIL: mkasinger@ci.the-dalles.or.us
PHONE: 541-340-0792

JOB NAME: City of the Dalles Police Department
Mini Split System-Revised

LOCATION: 401 Court Street
The Dalles, Oregon

DATE: November 13, 2024

Provide the following:

1) Equipment

- a. 1- Samsung Wind Free 3.0e 12K BTU 20 SEER2 heat pump
- b. 1- Samsung Wind Free 3.0e 12K BTU head unit
- c. 1- Samsung Advanced Wired Controller
- d. 1- Diversitech QSL QSWB2000SS anti vibration wall bracket
- e. Linesets, power and communication wire will be ran surface mounted on exterior of building inside of paintable vinyl channel

2) Miscellaneous

- a. Permit included
- b. Electrical/controls conduit not included
- c. Samsung equipment has a 12 year manufacturers parts warranty

Total: \$5,375.00

Proposal by Alex Devlaeminck: alex@devcomechanical.com

WE PROPOSE to furnish the labor and materials necessary to complete the above-described Work. We **estimate** the cost of the Work will be **\$5,375.00** ("Estimated Price"), which is not a fixed or guaranteed maximum price. Payment due upon substantial completion or within ten (10) days of any progress billing (additional terms on reverse side). Devco may require pre-payment of equipment or materials.

DEVCO MECHANICAL, INC. ("DEVCO") AUTHORIZED SIGNATURE 

Note: This proposal expires if not accepted within 30 days.

CUSTOMER'S ACCEPTANCE OF PROPOSAL: The undersigned Customer(s) authorizes Devco to furnish the above material and to perform the labor required to complete the Work as set forth on the terms and conditions provided herein and on the reverse side. Customer accepts the risk that the actual amount billed for completion of the Work may be more than the Estimated Price. **Important Notice:** Important information pertaining to labor and material warranties and certain Consumer information is included on the reverse side hereof. Customer acknowledges and agrees that Customer has read and understands the additional terms on the reverse side of this Agreement, all of which are incorporated herein by reference. If Customer is the owner of a residential structure or zero lot line dwelling located in Oregon, Customer acknowledges: (1). Receipt of the Information Notice To Owner about Construction Liens; Consumer Protection Notice and; Notice of Procedure; and (2). Accepts the written warranty on the reverse side hereof.

Signature _____ Date _____ Signature _____ Date _____