

CITY OF OREGON CITY

REQUEST FOR PROPOSALS

ELEVATOR STAFFING SERVICES 2016

Date Due: November 23, 2016

Time Due: 4:00 P.M.

CITY OF OREGON CITY REQUEST FOR PROPOSALS TO PROVIDE ELEVATOR STAFFING SERVICES

The City of Oregon City invites your firm to submit a proposal to provide municipal elevator staffing services.

The full Request for Proposal is available:

1. Online. To download the full Request for Proposal and receive all notifications a person or company must register and add your individual name or company name to the Plan holder's list at <http://bids.oregoncity.org>. If you have website questions concerning this request please call Martin Montalvo at 503-657-8241.

Three (3) copies of the Proposals must be submitted in a sealed envelope are due at **4:00 P.M., local time, Wednesday, November 23, 2016**. Submissions received after this time will be considered non-responsive and will be returned without review. Submissions should be addressed to:

Martin Montalvo, Operations Manager
Public Works Department, Operations
122 South Center Street
Oregon City, OR 97045.

All communication and correspondence pertaining to this Request for Proposal should be directed to Martin Montalvo via the City's online bid document system. All questions and replies will be shared with all bidders registered on the site.

Published in the Daily Journal of Commerce on October 31, 2016 and November 7, 2016.

SECTION 1: BACKGROUND

The project consists of the daily operations of the City of Oregon City's Municipal Elevator. The elevator is located in the historic area of the City and provides pedestrian transportation between the McLoughlin neighborhood and the downtown area (Main Street). The Oregon City Municipal Elevator, is unique in that it is one of only two municipal elevators in the world and that is technically classified as a vertical street. The City has a long history of having the elevator staffed during all operational hours by elevator operators. The elevator operators serve as ambassadors to the City and provide tourism and community related information to visitors.

SECTION 2: SCOPE OF WORK

HOURS OF OPERATION

The elevator is to be staffed the following hours:

Monday – Saturday	6:45 AM to 7:00 PM
Sunday	10:00 AM to 7:00 PM
<i>Closed Holidays</i>	

EXTENDED HOURS OF OPERATION

<i>June – September</i>	<i>October</i>
Wednesday – Saturday 6:45 AM to <u>9:30 PM</u>	Wednesday - Saturday 6:45 AM to <u>8:00 PM</u>

Additional extended hours are required during certain City events throughout the year such as the Antique Fair, Halloween, etc. These extended hours shall be charged on an hourly rate basis.

SERVICES TO BE PROVIDED BY CONTRACTOR

The services to be provided by the contractor shall include, but not necessarily be limited to the following:

- Provide a positive and courteous interaction with elevator riders and the community.
- Daily operation of elevator within required hours.
- Provide operators with City approved uniforms, with City approved logos.
- Provide tourist information, discuss scheduled local events, hand out brochures, and give directions to local sites.
- Report and coordinate with the City for needs and services to be provided by the City, i.e.: mechanical, electrical, building maintenance, trash removal, etc.
- Preparation of detailed schedules including necessary City reviews and approvals.
- Preparation of monthly reports on hours of operation, number of patrons served (daily, monthly, daily average).
- Management plan to insure compliance with the approved schedule and other service requirements.
- Routine tidy work (i.e. sweeping, mopping, trash collection, minor window cleaning,

wiping/dusting of walls and displays) around the elevator cabin, observation deck, and maintenance rooms.

- Other related work as identified in the Request for Proposal (RFP) and contracted scope of work.

SERVICES TO BE PROVIDED BY THE CITY

The service to be provided by the City shall include, but not necessarily be limited to the following:

- Furnish available historic, tourist, and local event information, records, and data of existing operations.
- Provide personal service agreement.
- Administer personal service agreement.
- Provide all required maintenance.
- Provide telephone for administration.

SECTION 3: SCHEDULE

CONTRACT TERM

The tentative contract schedule is as follows:

Contractor's Notice to Proceed: Seven (7) days after City Commission authorization.

Three (3) year contract to run: **January 1, 2017 through December 31, 2019.**

The contractor selected for consideration must be able to provide staff with demonstrated capabilities to provide the service listed above. In addition the selected contractor must show they have the staffing capabilities to meet all scheduling requirements.

SECTION 4: INSTRUCTIONS TO PROPOSERS

SUBMITTAL REQUIREMENTS

The Contractor shall submit three (3) hard copies of their proposal; which must include the following information:

- A statement of the qualifications and experience of the firm on projects similar in scope and nature, including the firms organization staffing.
- Names and qualifications of personnel to be assigned to the project.
- Names, qualifications, and experience of outside contractors, if proposed to be used on the project, and their degree of participation.
- Client reference from three (3) recent, related projects, including name, address, and phone number of individuals to contact.
- Summary of operations plan for the project.

- Operations plan schedule.
- Contractor's hourly rate schedule for each classification of personnel to be assigned to the project including outside contractors.
- Not to exceed annual proposal value.

SELECTION PROCESS

Contracting is to be on a competitive basis. From the proposals received, the City will select the most qualified firm that is the most responsive to the submittal requirements. Hourly rates and the overall proposal value will be the City's lead consideration. However, priority consideration will be given to the vendor with previous elevator operation experience. Qualified firms unfamiliar to the City may be interviewed and further evaluated by the City. They will be evaluated based on their qualifications and experience on projects similar in scope and nature, on testimonials related to their responsiveness to service needs, and on their ability to perform the work.

The City will work with the firm who is determined to be most competent and competitive to negotiate the final contract details. If such negotiations are not successful, the City will then enter into negotiations with the firm determined to be the second most competent and competitive.

As part of the consideration for entering into a personal service agreement with the successful firm, the firm is required to sign an agreement including the indemnification and hold harmless language and to obtain insurance with an insurer or insurers satisfactory to the City as set forth in Exhibit B.

Exhibit C is a statement to be completed and returned with the proposal that certifies that the firm has confirmed with its insurance carrier that it can meet all the requirements for insurance. All proposers must review the required insurance provisions with their insurance agents or brokers to insure compliance.

Failure to meet the insurance regulations as set forth shall result in the proposer's loss of contract award.

The proposer is also required to obtain a business license from the City, prior to the execution of the agreement with the City for the operations service. See Exhibit D for the required form.

QUESTIONS AND INTERPRETATIONS

Questions regarding the RFP should be submitted through City's online bid site. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda, mailed, faxed, or delivered, to all parties recorded by the City as having received the bid package. Questions received less than five calendar days prior to the date of bid opening may not be answered. Only questions answered by formal written Addenda will be binding. Oral

statements and other interpretations or clarifications may not be relied upon and will not be binding or legally effective. The City's bid site can be found at: **<http://bids.orcity.org/>**

If discrepancies or omissions are found or there is doubt as to the true meaning of any part of this bid package, a request for clarification or interpretation shall be submitted to the City no later than five calendar days prior to the date of bid opening.

SUBMISSION OF PROPOSALS

Proposals shall be received by the Operations Manager no later than **4:00 P.M., November 23, 2016**, in a sealed envelope clearly marked on the outside as **"Sealed Proposal - 2016 Elevator Staffing Services - 4:00 P.M., November 23, 2016"** and delivered to the location below.

**Martin Montalvo, Operations Manager
Public Works Department, Operations Center
122 South Center Street
Oregon City, OR 97045**

Bids may be mailed or delivered personally; however, if mailed, the responsibility of their delivery on time to the Public Works Department at Operations is wholly upon the bidder. Bid proposals received after the designated date and time will be returned unopened. Facsimile or electronic bids will not be accepted.

All proposals shall be effective for sixty (60) days following the deadline for submission of proposals. Material submitted by the proposer shall become the property of the City unless otherwise specified. All proposals may be reviewed and evaluated by any person at the discretion of the City. Proprietary information should be segregated and clearly identified so that it may be kept confidential. All other parts of the proposal are public records after the selection process is completed.

Martin Montalvo
Operations Manager

**OREGON CITY PUBLIC WORKS
PERSONAL SERVICES AGREEMENT**

2016 ELEVATOR STAFFING SERVICES

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: [REDACTED]

and

[REDACTED] ("Contractor")

Attention: [REDACTED]

RECITALS

A. City requires services that Contractor is capable of providing under the terms and conditions hereinafter described.

B. Contractor 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 [REDACTED], 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 Contractor's performance that has not been cured.

2. Compensation. City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$[REDACTED].

3. Scope of Services. Contractor'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 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.

Contractor 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

(FILL IN CONTRACTOR NAME)

By: _____

By: _____

(Insert Name)

Title: (Insert Title)

Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

By: _____

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

Anthony J. Konkol III

DATE: _____

Title: City Manager

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

PDX_DOCS:309433.2 [34758-00100]
2/19/2016 3:01 PM

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Contractor Identification. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor'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 Contractor within thirty (30) days after receipt of Contractor'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 above, nor shall City pay Contractor any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Contractor 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) Contractor 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. Contractor 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. Contractor provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Contractor 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). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

(d) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

(e) Contractor agrees and certifies that it is licensed to do business in the state of Oregon and that, if Contractor 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 Contractor, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Contractor 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 City provided in this Agreement and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

5. No Third-Party Beneficiaries. City and Contractor 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) Contractor shall:

(i) Make payment promptly, as due, to all persons supplying to Contractor 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 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 Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor'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 Contractor 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, 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 Contractor by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

(d) Contractor and subcontractors, 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. SubContractors and Assignment.

Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor.

8. Access to Records. City shall have access to all books, documents, papers and records of Contractor 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 Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor 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 Contractor 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. Contractor 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.

Contractor 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, Contractor 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. Contractor 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. Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold City, its officers, agents, Contractors, 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 Contractor, or the agents, Contractors or employees of Contractor provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the state of Oregon. Contractor 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 Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor 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, Contractor's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/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 Contractor.

(d) Errors and Omissions Insurance. ~~Contractor shall provide City with evidence of professional errors and omissions liability insurance for the protection of Contractor and its employees, insuring against bodily injury and property damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Contractor 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, Contractor shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Contractor and its Contractors and agents.~~

14. Legal Expenses. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

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 Contractor 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. Contractor 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. Contractor 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 Contractor. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.

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 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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.



STATEMENT CERTIFYING INSURANCE COVERAGE

The undersigned hereby certifies that the City's insurance coverage requirements described in the Standard Conditions to the City of Oregon City's Personal Service Agreement (Exhibit B) have been reviewed and will be obtained, and in full force, upon execution of a contract with the City. The undersigned further certifies that the specific Certificate of Liability Insurance shall be completed and submitted to the City with the execution of the contract.

Company Name: _____

Authorized Representative: _____
(Please print)

































Signature: _____

Title: _____

EXHIBIT C



2016 APPLICATION FOR BUSINESS LICENSE

Business Information				Business Owner and Contact Information				
Business Name				Owner Name				
Business Site Address				Home Address				
City, State, Zip				City, State, Zip				
Business Phone				Phone				
Business Email				Email				
Business Mailing Address				Emergency Contact Name				
City, State, Zip				Emergency Contact Phone				
Federal ID No. (EIN) _ _ - _ _ _ _ _				Metro Contractor's License				
4 Digit SIC Code (if known) _ _ _ _				State License # (if applicable)				
Detailed Description of Business (REQUIRED): What specific activity are you conducting?								
Is your business located within the City limits of Oregon City? No <input type="checkbox"/> Yes <input type="checkbox"/>			Total number of persons doing business in Oregon City?			Hours of Operation?		
Please indicate type of ownership        				Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Non-Profit <input type="checkbox"/>	LLC <input type="checkbox"/>
Business Based in Home	No <input type="checkbox"/>	Yes <input type="checkbox"/>	  	If Yes, Home Occupation form required. (see reverse)				
Are you the property owner?	No <input type="checkbox"/>	Yes <input type="checkbox"/>	  	If No, please provide completed Owner's Affidavit form. (see reverse)				
Hazardous Materials	No <input type="checkbox"/>	Yes <input type="checkbox"/>	  	List:				
Coin-Op Machines	No <input type="checkbox"/>	Yes <input type="checkbox"/>	  	Type:		# of Machines:		
I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE, CORRECT, AND COMPLETE. ADDITIONALLY, I CERTIFY THAT THIS BUSINESS COMPLIES WITH ALL STATE, FEDERAL, AND LOCAL LAWS. No <input type="checkbox"/> Yes <input type="checkbox"/>            				Applicant's Signature:				
Credit Card Information (if paying with credit card)	Account Number		Exp. Date		3 Digit CSC (back of card)			
			_ _ / _ _					
	Visa <input type="checkbox"/>	M/C <input type="checkbox"/>	Using payment schedule, list amount paid		FEE \$			
PAYMENTS MUST ACCOMPANY APPLICATION. MAKE CHECKS PAYABLE TO: City of Oregon City A business license does not authorize the holder to conduct business in violation of any zoning ordinance or other state, federal, or local law.								
OFFICE USE ONLY								
Amount Paid	Receipt #	<input type="checkbox"/> Cash <input type="checkbox"/> Check	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	SIC Code	Date Paid / By			

WHO NEEDS A BUSINESS LICENSE?

Oregon City Municipal Code Chapter 5.04 requires all businesses conducting business inside the city limits of Oregon City to obtain an Oregon City business license.

HOW DO I APPLY FOR A BUSINESS LICENSE?

Complete the **Application for Business License** form and submit it with the applicable fees:

- In person at 625 Center Street
- By mail to Business Licensing, PO Box 3040, Oregon City, OR 97045
- By fax to (503) 657-3339
- By email to licensing@orcity.org

The form can be found online at <http://www.orcity.org/economicdevelopment/business-licenses>. Payment may be made online at <https://edenweb.orcity.org/Default.asp?Build=LI.LicensingHome>.

Applications must be filled out completely. Incomplete applications will expire if not completed within 90 days. In the event a license application expires, the applicant may reapply for the business license.

Before submitting an application for a business license, please contact Community Development at (503) 722-3789 to verify that your proposed business is a permitted use within the zone you are located in.

If you are not the property owner on which the business is located, the owner is required to complete and submit the **Owner's Affidavit** form which can be found at <http://www.orcity.org/economicdevelopment/business-licenses>.

Businesses operating in the City must comply with all building, zoning, signage, fire and police requirements. Completion of the application does not imply business license approval. The business may not begin until the business license and all necessary permits, signs and inspections are approved by the City. Home-based businesses located in the City are required to fill out the **Home Occupation Worksheet** annually.

BUSINESS LICENSE FEES

The cost of the annual business license is dependent on the number of employees and the location of the business. When figuring the number of employees, include all persons involved in the business including owners, officers, employees and others operating within the City of Oregon City. Please verify the business location as it relates to Oregon City's jurisdictional boundary. New businesses that begin after June 30th of the current year may pay ½ of the annual business license fee listed below.

		<u>INSIDE CITY RATE</u>	<u>OUTSIDE CITY RATE</u>
Home Occupation Business:		\$ 80	\$ 120
All Other Businesses*:	<u>NO. OF EMPLOYEES</u>	<u>INSIDE CITY RATE</u>	<u>OUTSIDE CITY RATE</u>
	1 – 25 persons	\$ 158	\$ 198
	26 – 50 persons	\$ 242	\$ 324
	51 – 100 persons	\$ 326	\$ 450
	101 or more persons	\$ 410	\$ 576

*These amounts include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)

QUESTIONS?

Contact the business license office at 503-657-0891 or visit us at 625 Center Street.