

# OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

## Elevator Staffing Services (PS 16-029)

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: Martin Montalvo

and

MAIN STREET OREGON CITY, INC. DBA  
DOWNTOWN OREGON CITY ASSOCIATION  
("Contractor")

Main Street Oregon City, Inc. dba Downtown  
Oregon City Association  
814 Main Street  
Oregon City, OR 97045  
Attention: Jonathan Stone

### 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 **February 1, 2017** until **December 31, 2019**, 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 **Three hundred seventy-one thousand fourteen and .49/100 dollars (\$371,014.49)**.

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 7<sup>th</sup> day of December, 2016.

CITY OF OREGON CITY

By: 

John M. Lewis

Title: Public Works Director

DATED: 12-7-16, 2016.

MAIN STREET OREGON CITY, INC. DBA DOWNTOWN  
OREGON CITY ASSOCIATION

By: 

Title: LOCA Bd. President

DATED: 12-7-2016, 2016.

By: 

Anthony J. Konkol III

Title: City Manager

DATED: 12-7, 2016.

ORIGINAL CITY COMMISSION APPROVAL (IF  
APPLICABLE):

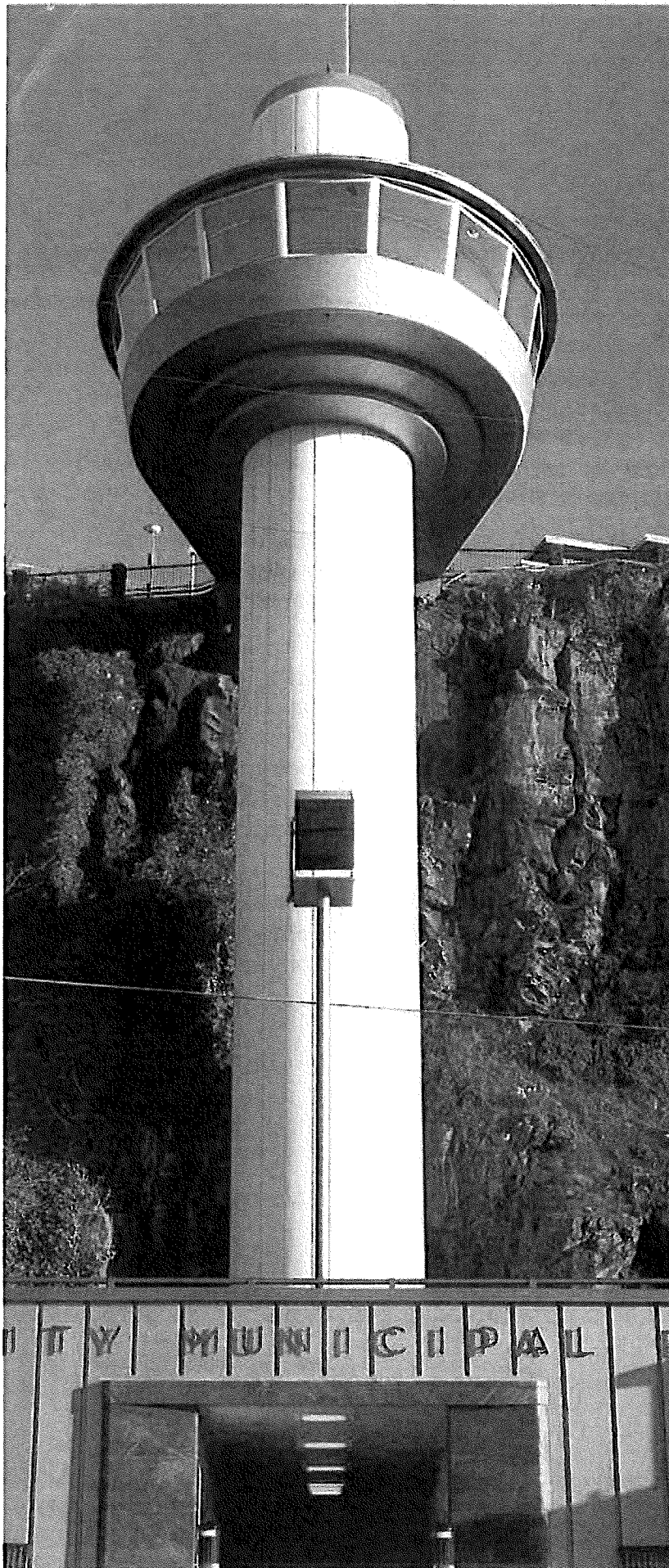
DATE: 12/7/16

APPROVED AS TO LEGAL SUFFICIENCY:

By: 

City Attorney

PDX\_DOCS:309433.2 [34758-00100]  
2/19/2016 3:01 PM



# Proposal

## Elevator Staffing Services

**November 23, 2016**

Presented to:

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

Prepared by:

Jonathan Stone  
Executive Director  
Downtown Oregon City Association  
dba Main Street Oregon City, Inc.  
814 Main Street  
Oregon City, OR 97045

Phone: 503-802-1640

Email: [jon@downtownoregoncity.org](mailto:jon@downtownoregoncity.org)

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

Dear Mr. Montalvo:

Thank you for the opportunity to submit a proposal for elevator staffing services. Our board of directors and staff are very excited about the synergies between the elevator's operation and our efforts to revitalize downtown Oregon City. We plan to offer a smooth transition from the current retiring operator, Five Stars International, Ltd, including offering employment to existing elevator guides. To prepare for this proposal, we've interviewed Lynn Frank, principal of Five Stars, current elevator guides, toured the facility including the mechanical penthouse, and spoken with current maintenance contractor, Centric Elevator.

The Downtown Oregon City Association is an established corporation with stable management and operating resources. We maintain an office on Main Street just 2.5 blocks from the elevator's Railroad Avenue entrance. With an innovative use of technology, we will not only maintain, but improve the level of service the city has come to expect.

The Oregon City Municipal elevator is one of Oregon City's most important icons. Elevator Guides are often the first ambassador visitors to our city encounter. According to Trip Advisor, the elevator is the number five attraction in Clackamas County/Mt. Hood Territory and the number one attraction in Oregon City. Mt. Hood National Forest, Timberline Lodge, and Swan Island Dahlias are rated more highly – good company to be in! There are opportunities to improve the visitor experience in this key attraction while maintaining a safe and reliable transportation resource.

The following proposal balances the prudent use of taxpayer resources, accounting for region-wide minimum wage escalation and the desire to attract and retain high quality talent. We hope it is clear that we are the most qualified to operate this National Register historic landmark.

Please feel free to reach out with questions. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'JS' or 'Jonathan Stone', written in a cursive style.

Jonathan Stone  
Executive Director  
Downtown Oregon City Association

## TABLE OF CONTENTS

<b>Qualifications of Firm .....</b>	<b>4</b>
<b>Overview .....</b>	<b>4</b>
Four Point Approach.....	4
<b>Aligned with our non-profit mission .....</b>	<b>5</b>
<b>Board of Directors .....</b>	<b>5</b>
Board Roster.....	5
Selected Qualifications .....	5
<b>Principal Staff .....</b>	<b>6</b>
Executive Director, Jonathan Stone .....	6
Elevator/Visitor Services Manager .....	7
<b>Related Services and References .....</b>	<b>7</b>
Downtown Oregon City Clean Team.....	7
Oregon City Tourism Services .....	8
Illuminate Oregon City .....	8
Economic Improvement District Management.....	9
<b>Summary of Operations Plan .....</b>	<b>10</b>
<b>Objectives .....</b>	<b>10</b>
<b>Staffing Plan.....</b>	<b>10</b>
Recruitment .....	10
Training .....	10
Operations Manual.....	10
Performance Reviews.....	10
<b>Management Plan.....</b>	<b>11</b>
Project Management .....	11
Service Expectations.....	11
<b>Operation Plan.....</b>	<b>12</b>
<b>Days of Service .....</b>	<b>12</b>
<b>Shift Schedule &amp; Operating Hours .....</b>	<b>12</b>
Length of Shifts, Accomodation of Required Breaks .....	12

<b>Pedestrian counting and Analytics .....</b>	<b>13</b>
<b>Other Services.....</b>	<b>14</b>
<b>Downtown and Midtown Concierge .....</b>	<b>14</b>
<b>Tourism and Pedestrian Analytics .....</b>	<b>14</b>
<b>Valet Services .....</b>	<b>14</b>
<b>Event Coordination.....</b>	<b>14</b>
<b>Volunteer Ambassadors .....</b>	<b>14</b>
<b>Price Proposal .....</b>	<b>15</b>
<b>Summary .....</b>	<b>15</b>
<b>Payment Terms .....</b>	<b>15</b>
<b>Compliance with Terms and Conditions.....</b>	<b>15</b>
<b>Summary .....</b>	<b>15</b>
<b>Appendix A - Pedestrian Counting and reporting.....</b>	<b>16</b>
<b>Appendix b – Detailed Budget Proposal.....</b>	<b>18</b>
<b>Basic Operating Costs.....</b>	<b>18</b>
<b>Billable Hour Rates.....</b>	<b>19</b>
Special Events.....	19
Extended Expansion of Service .....	19
<b>Staffing Costs.....</b>	<b>20</b>
<b>Appendix C – Insurance Certification.....</b>	<b>21</b>

## QUALIFICATIONS OF FIRM

### OVERVIEW

Formed in 2009 as Main Street Oregon City, the Downtown Oregon City Association (DOCA) is an award-winning 501 c(3) charitable non-profit organization focused on the revitalization of Oregon City's 172-year-old downtown. DOCA is supported by a 13-member volunteer board of directors, five volunteer committees, over 150 annual volunteers, and four staff members working on a broad cross-section of projects; all designed to support a more vibrant community, preserve and restore Oregon City's historic civic center, and enhance the economic opportunity of Oregon City's citizens and entrepreneurs.

### FOUR POINT APPROACH

As a nationally accredited Main Street® organization, DOCA subscribes to a four-point approach that is employed by over 1,500 successful United States community revitalization organizations.

### PROMOTIONS, MARKETING AND TOURISM

- Oregon City's most prominent and favorite community events including the Oregon City Antique Fair and Vintage Market, First City Celebration, Cruise to Downtown Oregon City Car Show, and Oregon Trail™ Game 5k — Downtown's civic events have over 20,000 attendees per year. The Oregon Trail™ Game 5k alone had participants from twenty states and Canada.
- Ongoing social media, tourism, and event related marketing — DOCA staff collaborate with local and regional publications and support the region's tourism outreach efforts.
- Seasonal campaigns including Snowflake Raffle, Small Business Saturday, Halloween and others. We also produce a Summer Event Guide.

### DESIGN AND BEAUTIFICATION

- District cleaning. Over 1,000 hours per year of litter removal and cleaning are provided by the Clean Team and regular volunteer cleanups.
- Nationally recognized public art program that included a 1-year video art installation on the elevator.
- Technical and financial support for business and property owners to improve their facades.
- Advocacy for the preservation of downtown's historic buildings and architecture.

### ECONOMIC ENHANCEMENT AND RESEARCH

- Recruitment of businesses that reinforce Oregon City's unique character and public need.
- Support for existing businesses to adapt to shifting demographics including one-on-one consultation and educational seminars.
- Projects that improve access to parking, develop mixed-use housing, and that support the future integration of the Willamette Falls Legacy Project.
- Forming partnerships that help incentivize public and private investment.



## COMMUNITY SUPPORTED & FINANCIALLY RESPONSIBLE

- Hundreds of Oregon City residents have helped shape our program at annual visioning sessions and via community surveys.
- DOCA receives funding from a diversity of sources including grants, an Economic Improvement District, business and community members, fundraising, events, and sponsorships.

## ALIGNED WITH OUR NON-PROFIT MISSION

At the heart of our approach is economic development through historic preservation. It is not unusual for organizations like ours to own or manage landmark buildings. Main Street organizations often assume pivotal roles in raising awareness and capital for major historic preservation projects. Staffing the Oregon City elevator aligns with our non-profit mission.

By providing staffing services, we are able to more tightly coordinate elevator operations with parking programs, events, and tourism. We are also able to more effectively advocate for its maintenance and preservation.

## BOARD OF DIRECTORS

DOCA's volunteer board of directors has 13 voting members and one non-voting member. The board is required to have minimum representation from three member classes, Economic Improvement District ratepayers, downtown businesses, and at-large community members. Directors serve 3-year terms.

## BOARD ROSTER

- |                               |  |
|-------------------------------|--|
| • Roger Nickerson, President  | Elected 2013 and 2016                          |
| • Carol Pauli, Vice-President | Appointed 2011, Elected 2016                   |
| • Brad Forkner, Secretary     | Elected 2015                                   |
| • Brandi Shrives, Treasurer   | Elected 2014                                   |
| • Shelley Batty               | Appointed 2016                                 |
| • Shauna Carter               | Elected 2015                                   |
| • Kelly Dilbeck               | Elected 2015                                   |
| • Amber Holveck               | Appointed 2014, Non-Voting Oregon City Chamber |
| • Nancy Ide                   | Appointed 2016, City of Oregon City            |
| • Yvette Kirwin               | Elected 2015                                   |
| • Craig Morrow                | Elected 2016                                   |
| • Don Scott                   | Elected 2015                                   |
| • Brian Slack                 | Elected 2015                                   |
| • Zach Stokes                 | Appointed 2015                                 |

## SELECTED QUALIFICATIONS

The members of DOCA's 2017 Board of Directors have skills and leadership pertinent to operating and staffing the municipal elevator facility.



## PROPERTY MANAGEMENT

Two board members manage buildings and facilities. Brian Slack manages several buildings throughout the Portland Metro including 900 Main Street in Oregon City. Shauna Carter is the Vice President and Property Manager for Kinetic Properties which manages properties throughout the Portland Metro including six downtown Oregon City properties. Kinetic represents historic landmarks including the Masonic Temple and the Bank of Commerce building.

## TOURISM

Shelley Batty is the co-owner of The Bike Concierge which provides bike rentals, regularly scheduled group bike tours throughout Oregon, and custom tours for corporate clients. Shelley is active in Oregon City tourism including volunteering for heritage organizations.

## RESTAURANT AND RETAIL

Three board members have owned or currently own restaurants within walking distance of the elevator. In the past, representation has also included retail. The elevator is an important resource for downtown's restaurant and retail community, providing a pedestrian link to the adjacent McLoughlin neighborhood. With their leadership, DOCA will be able to help the city further enhance how Elevator Guides are trained to communicate ongoing retail promotions.

## STRUCTURAL AND CIVIL ENGINEERING

Zach Stokes is the branch manager for ZCS Engineering in Downtown Oregon City. He frequently works on municipal construction projects. He is able to help DOCA develop a strong working relationship with public works staff on matters related to building maintenance.

## MUNICIPAL LEADERSHIP

DOCA's board includes current and former Oregon City elected officials.

## HUMAN RESOURCES

Several board members have experience with developing and implementing human resource policies. Brandi Shrives is the branch manager of US Bank in downtown. Shelley Batty is an office and accounting manager with extensive human resource expertise.

## PRINCIPAL STAFF

The principal staff assigned to fulfill the contract include DOCA's Executive Director, and a new Elevator/Visitor Services Manager.

## EXECUTIVE DIRECTOR, JONATHAN STONE

DOCA is led by an Executive Director who is employed by the Board of Directors. The Executive Director acts as the Chief Executive Officer and works in partnership with the other officers of the corporation. The Executive Director is ultimately responsible for implementation of the contract.

Jonathan joined DOCA as its Executive Director in 2013. He has a Bachelor of Architecture from Boston Architectural College, and a Master of Business Administration and Master of Science in Information Systems from Boston University's Questrom School of Business.

Jonathan has applicable expertise in building technology, customer service and tourism. Prior to joining DOCA, he managed projects and provided construction administration services for Boston's largest architectural firm, Elkus Manfredi, representing institutional and multi-national clients. Jonathan has extensive knowledge of mechanical systems, has developed elevator specifications, and evaluated elevator contract proposals. He is also leading efforts in Oregon City to establish a tourism council and has done extensive research on Oregon City's tourism potential. Prior to moving to Oregon City, he was a volunteer docent for history and architectural heritage organization, Boston by Foot.

Jonathan is a respected leader in the community and currently serves on the following boards: the Oregon City Historic Review Board, Clackamas County Historical Society, Willamette Falls Heritage Area Coalition, Rediscover the Falls, and the Oregon City Chamber of Commerce.

---

#### ELEVATOR/VISITOR SERVICES MANAGER

The current elevator staffing services manager (Elevator Guide II), Sandy Lewallen, is retiring. DOCA will recruit a manager with experience in managing customer service teams. Current elevator guides will be encouraged to apply.

The new elevator/visitor services manager position will be responsible for hiring, scheduling, and training of the elevator guides as well as developing new visitor services programs.

#### RELATED SERVICES AND REFERENCES

DOCA has extensive experience managing projects in downtown Oregon City. The following are projects and services that demonstrate DOCA's familiarity of working with the City of Oregon City, the municipal elevator itself, as well as providing staffing and tourism services.

---

#### DOWNTOWN OREGON CITY CLEAN TEAM

In 2015, DOCA established the Clean Team which provides year-round litter removal and cleaning services. DOCA partners with Express Employment Services. Currently, the Clean Team operates four hours a day, five days a week.

##### Contact:

Eric Underwood, Metro Enhancement Grant Administrator

City of Oregon City

Phone: 503-496-1552

PO Box 3040

625 Center Street

Email: [eunderwood@orccity.org](mailto:eunderwood@orccity.org)

Oregon City, OR 97045

---

## OREGON CITY TOURISM SERVICES

DOCA has partnered with the City of Oregon City on two major tourism contracts. Last year, DOCA was the fiscal agent for the Oregon City Tourism Strategy Plan. This year, DOCA is developing a RFP to recruit a marketing agency to develop an Experience Based Tourism Product which is identified as milestone 1 in the approved Tourism Strategy Plan. DOCA secured a \$50,000 grant from Travel Oregon in support of the project on behalf of the city.

DOCA is a leader of Oregon City tourism and is uniquely qualified to enhance the elevator's role in tourism.

### Contact:

Eric Underwood

Economic Development Manager

City of Oregon City

PO Box 3040

625 Center Street

Oregon City, OR 97045

Phone: 503-496-1552

Email: [eunderwood@orccity.org](mailto:eunderwood@orccity.org)

---

## ILLUMINATE OREGON CITY

January 2014 was the culmination of two years of work – a collaboration with the City of Oregon City, the Clackamas County Arts Alliance, and the Downtown Oregon City Association.

Illuminate Oregon City combined needed maintenance and upgrades of the municipal elevator with a high profile video art installation. The art installation was awarded a \$100,000 grant from the National Endowment for the Arts. The project put the elevator in the regional and national spotlight.

### Contact:

Cheryl Snow

Executive Director

Clackamas County Arts Alliance

PO Box 2181

Oregon City, OR 97045

Phone: 503-720-0662

Fax: 503-266-3426

Email: [cheryl@clackamasartsalliance.org](mailto:cheryl@clackamasartsalliance.org)

Martin Montalvo

Operations Manager

City of Oregon City

PO Box 3040

122 South Center Street

Oregon City, OR 97045

Phone: 503-657-8241

Email: [mmontalvo@orccity.org](mailto:mmontalvo@orccity.org)

---

## ECONOMIC IMPROVEMENT DISTRICT MANAGEMENT

Since 2009, DOCA has contracted with the City of Oregon City to manage the downtown Oregon City Economic Improvement District. The Economic Improvement District is a self-imposed assessment on property within the district. DOCA uses funds from the EID to finance downtown Oregon City revitalization services. DOCA is required to report to the City annually on the EID budget and services performed.

Tony Konkol  
City Manager  
City of Oregon City  
PO Box 3040  
625 Center Street  
Oregon City, OR 97045

Phone: 503-496-1504  
Fax: 503-657-7026  
Email: [tkonkol@orccity.org](mailto:tkonkol@orccity.org)

**EXHIBIT A**

## SUMMARY OF OPERATIONS PLAN

### OBJECTIVES

DOCA's Operations Plan is designed to deliver reliable, efficient and cost-effective operations of the Municipal Elevator while enhancing its value as a tourism asset.

### STAFFING PLAN

DOCA is very thankful for the 25 years of service that Five Stars International, Ltd provided Oregon City and its historic municipal elevator. Currently, seven individuals are employed as elevator guides by Five Stars. DOCA will offer employment through a transition period. Existing guides will be given priority opportunity to apply for permanent employment based on updated personnel policies, job descriptions, and available shifts.

### RECRUITMENT

To recruit guides, we plan to build upon relationships with Clackamas Community College and other area schools. DOCA will also utilize its existing relationships with local businesses. DOCA has an extensive social media platform that will also be utilized for recruitment. DOCA may also work with Express Employment Services for any short-term or temporary staffing needs.

Prospective employees will be expected to demonstrate a working knowledge of the municipal elevator's history and prior customer service experience.

### TRAINING

Over the course of the first six months of operation, DOCA will be working with the guides and the manager to enhance the tourism services provided by guides. All existing Five Stars employees and new employees will be expected to attend training seminars that address elevator and Oregon City history as well as customer service strategies. Operating the elevator is not just about moving pedestrians but also providing pertinent information that tourists, employees, and residents alike find useful and enriching.

### OPERATIONS MANUAL

DOCA will collaborate with the city to develop an approved operations manual.

### PERFORMANCE REVIEWS

All employees will be given periodic reviews. Performance criteria will be incorporated into City approved job descriptions.

## MANAGEMENT PLAN

DOCA is able to leverage its existing professional staff to provide enhanced management of the elevator.

---

### PROJECT MANAGEMENT

DOCA's Executive Director will be the Project Manager. He will have the responsibility of managing the contract and ensuring that a high level of service is provided.

The Elevator/Visitor Services Manager will be responsible for hiring, training, and supervising elevator guides.

---

### SERVICE EXPECTATIONS

The Executive Director will always be available to the City's Project Manager. The Elevator Services Manager will work closely with the city to ensure service expectations are fulfilled. Both the Elevator Services Manager and Executive Director will be available for regular meetings with city staff to discuss facility and operational needs so that issues are addressed, as much as possible, before they arise.

DOCA will provide all services requested by the City, including:

1. Daily operation of Elevator during required hours.
2. Provide operators with City approved uniforms with City approved logos.
3. Provide tourist information, discuss scheduled local events, hand out brochures, and give directions to local sites, museums, and amenities.
4. Report and coordinate with the City for needs and services to be provided by the City, e.g.: mechanical, electrical, building maintenance, trash removal, etc.
5. Preparation of detailed schedules including necessary City reviews and approvals.
6. Preparation of monthly reports on hours of operation, number of patrons served (daily, monthly, daily average).
7. Management plan to ensure compliance with the approved schedule and other service requirements.
8. Routine tidy work (e.g. sweeping, mopping, trash collection, minor window cleaning, wiping/dusting of walls and displays) around the elevator cabin, observation deck, and maintenance rooms.
9. Other related work as identified in the Request for Proposal (RFP) and contracted scope of work.

Any additional information needed by the City to ensure conformance with the requirements of the scope of work will be provided.

## OPERATION PLAN

### DAYS OF SERVICE

Per the RFP, services are to be provided seven days a week year-round except on major holidays. The elevator will not be operated on the following holidays, as per the existing operating schedule.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

We strongly encourage the city to consider adding operations on holidays when tourism is likely. Additional days of service will be billed at the extended hours hourly rate.

### SHIFT SCHEDULE & OPERATING HOURS

Per the RFP, the elevator will be operated on the following schedule. Shifts begin 15 minutes prior to operating hours and end 30 minutes after closing to allow for daily housekeeping and other tasks that cannot be completed during operating hours.

	<u>Operating Hours</u>		<u>Shift Hours</u>	
Monday & Tuesday (Year Round)	6:45 AM to 7:00 PM		6:30 AM to 7:30 PM	
Wednesday – Saturday (November – May)	6:45 AM to 7:00 PM		6:30 AM to 7:30 PM	
Wednesday – Saturday (June – September)	6:45 AM to 9:30 PM		6:30 AM to 10:00 PM	
Wednesday – Saturday (October)	6:45 AM to 8:00 PM		6:30 AM to 8:30 PM	
Sunday (Year Round)	10:00 AM to 7:00 PM		9:45 AM to 7:30 PM	

<u>Staffed Hours Per Week Day*</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Week Total</u>
November – May	13	13	13	13	13	13	9.75	87.75
June – September	13	13	15.5	15.5	15.5	15.5	9.75	97.75
October	13	13	14	14	14	14	9.75	91.75

Five hours a week of the Elevator/Visitor Services Manager's time will be dedicated to collecting and distributing information to other Elevator Guides. This time will also be used to coordinate with the rest of downtown's programs.

### LENGTH OF SHIFTS, ACCOMODATION OF REQUIRED BREAKS

The elevator is not operated unless an Elevator Guide is physically in the cab. To comply with Oregon and federal laws, elevator operating shifts need to be carefully coordinated in order to minimize interruptions in service while providing shift schedules that are attractive to well qualified employees.

#### Meal Periods

Oregon law requires that all non-exempt employees be offered 30-minute lunch breaks if they work more than 6-hours. Exceptions are made if doing so would impose an undue hardship on the operation of the employer's business. To minimize the number of required shift hours and interruption of elevator service, DOCA will require all Elevator Guides sign Oregon's "Notice To



Employees Regarding Meal And Rest Periods" form and attempt to limit part-time employee shifts to less than six hours. Consenting employees will be able to take their meal break while operating the elevator and will be paid for the period of time that they consume their meal.

#### Rest Periods

Oregon law requires that all non-exempt employees be offered a 10-minute rest period during the first six hours of work and subsequent periods for longer shifts. No exemptions apply to Elevator Guides. On critical operation days, DOCA will cover rest periods with other staff when schedules and time allows. For evening shifts, especially, the elevator will likely need to be not operated for a 10-minute period. DOCA will coordinate preferred 10-minute rest periods with the city.

During extended summer hours, as many as four rest periods will be required throughout the day.

#### PEDESTRIAN COUNTING AND ANALYTICS

To maximize the amount of time guides are able to spend with visitors, counting will be done by electronic sensors. Selection of the sensor technology will be done with city input. Proposed options are included in Appendix A.

Sensors will separately count ingress and egress of the elevator cab. Depending on the chosen platform, hourly counts may also be paired with weather data and other historical information including known civic and tourism events.

DOCA will prepare monthly reports showing the number of patrons served on a daily and monthly basis as well as averages.

## OTHER SERVICES

DOCA is able to offer other services in addition to elevator staffing that enhance objectives outlined in the Request for Proposals. At the City's request, we can prepare additional proposals to provide these services.

### DOWNTOWN AND MIDTOWN CONCIERGE

With our existing marketing, event, and tourism programs, we are able to provide pertinent information to Elevator Guides that visitors and regular users find useful. We can dedicate additional time from our other professional staff to enhance the materials and information that are available to elevator guides as well as the frequency of their updating. An example might be developing a weekly business update including retail promotions, happy hours, and specials to distribute to elevator patrons.

### TOURISM AND PEDESTRIAN ANALYTICS

We are already proposing automated pedestrian counting for the elevator. Adding additional data collection points is straight forward and helps the city understand trends between the elevator and other important pedestrian corridors. We recommend that the stairs be considered as an initial additional data collection node.

### VALET SERVICES

DOCA recently partnered with the City of Oregon City Economic Development department to conduct an update of the 2009 parking study. It is clear that downtown will need creative solutions to accommodate nights and weekends parking in the near future. The elevator and elevator staff could serve as a service node for a valet service program. By coordinating services, patrons that utilize an evening valet service could pick up their keys from the Elevator Guide during operating hours if they chose a safe ride home that required leaving their car after operating hours.

### EVENT COORDINATION

DOCA produces most of downtown's largest events. DOCA could offer event coordination services that include additional staffing during peak ridership that sometimes exceeds 1,000 passengers an hour.

### VOLUNTEER AMBASSADORS

The elevator is one of Clackamas County's most highly rated tourism destinations. Well managed and marketed, it could become a must-see destination for regional tourists. DOCA could coordinate a volunteer ambassador program that enhances the visitor experience beyond Elevator Guides in the cab. Volunteer ambassadors could provide comprehensive historical information about the elevator and historic Oregon City.

## PRICE PROPOSAL

### SUMMARY

DOCA's is using a similar methodology as the current contractor, Five Stars, to determine the cost of service. This streamlines invoicing and helps the city anticipate a consistent monthly fee.

For operating year 2017, we are proposing a modest increase of 4.4% over the current calendar year as billed by Five Stars. This covers an 11% expansion of Sunday hours and accommodates minimum wage rates that are planned to go up 15% on July 1, 2017 from \$9.75/hour to \$11.25/hour. Operating years 2018 and 2019 are increased only due to subsequent minimum wage increases.

Operating Year	2017	2018	2019	Total Contract Period
Direct Costs	\$89,243.28	\$96,131.85	\$100,020.63	\$285,395.76
Indirect Costs (30%)	\$26,772.98	\$28,839.55	\$30,006.19	\$85,618.73
<b>Grand Total</b>	<b>\$116,016.27</b>	<b>\$124,971.40</b>	<b>\$130,026.82</b>	<b>\$371,014.49</b>
Monthly Payment	\$9,668.02	\$10,414.28	\$10,835.57	

For a detailed justification of costs including a list of Billable Rates for future potential expanded hours, refer to Appendix B.

### PAYMENT TERMS

The services will be invoiced monthly based on the average monthly rate and payable by the first of the following month. The services will be billed at the proposed monthly rate, with services for extended hours billed as authorized.

## COMPLIANCE WITH TERMS AND CONDITIONS

DOCA agrees to comply with all terms and conditions required of the contractor. The required certification (Exhibit C) is enclosed in Appendix C.

### SUMMARY

The Downtown Oregon City Association is able to offer qualified and capable personnel that meet the city's objectives. This contract is a logical expansion of our relationship with the City of Oregon City. We look forward to collaborating with the City to continue to enhance the visitor services that the contract expects while providing safe and reliable operation of the elevator facility.

## APPENDIX A - PEDESTRIAN COUNTING AND REPORTING

DOCA will help the city evaluate several pedestrian counting technologies. An allowance has been built into the not-to-exceed cost to purchase and install a counter. Technologies range in how they are installed, whether or not they need connectivity to Wi-Fi or a LAN, and what they can detect. Different solutions also provide different reporting capabilities. Whatever solution is selected, the City will have access to more enriching data than currently collected and be able to detect more meaningful trends.

Sample Summary Report Motionloft:

### Motionloft

Your Company Name Here

San Francisco, CA

#### Summary Report

25,299

Busiest Day: Sat (Apr 24)

125,684

Busiest Week: Apr 21 - Apr 27

14,715

Average Day

103,007

Week End: Sat/Sun

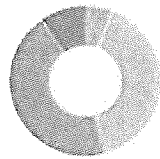
454,172

Total Visits at 6pm-7pm Peak

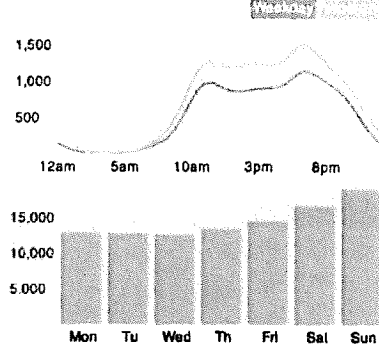
5,252,758

Total Pedestrians Counted

#### Average Daily Activity

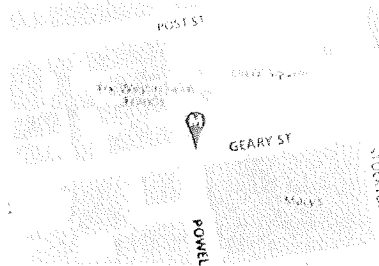


Hours	%	Total
5am - 11am	8%	82%
11am - 5pm	40%	5,812
5pm - 11pm	43%	8,529
11pm - 5am	9%	1,440



#### Monthly Total

January	328,358
February	125,653
March	496,394
April	452,718
May	446,285
June	417,760
July	420,193
August	465,066
September	386,772
October	456,177
November	410,215
December	504,650

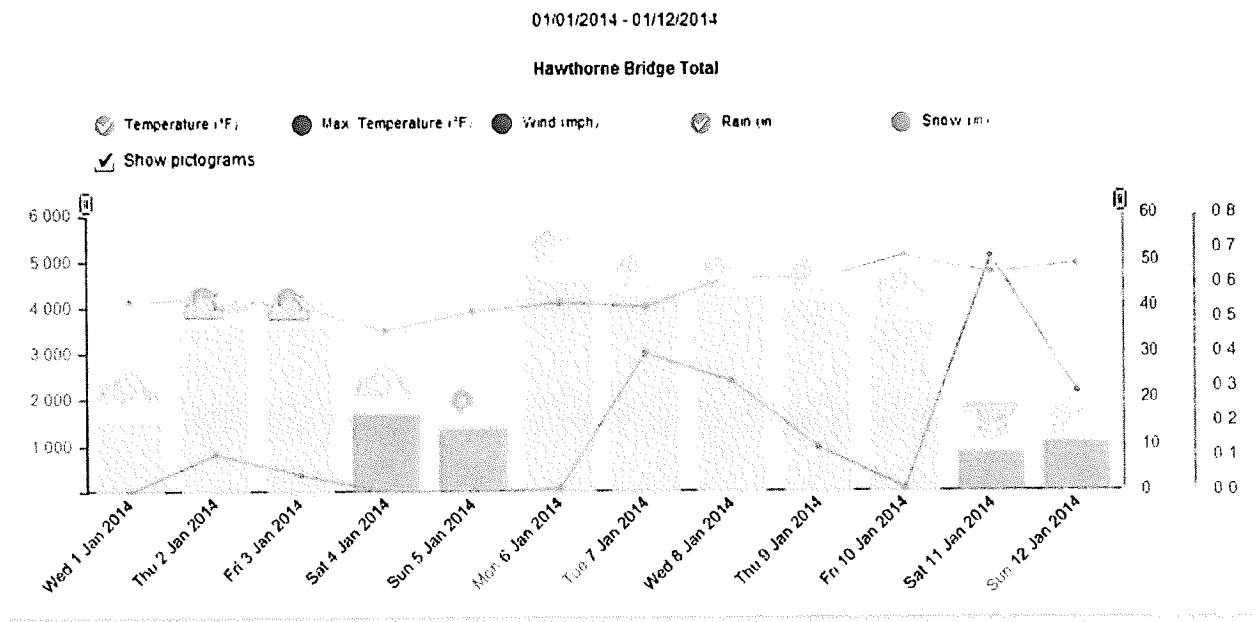


#### Motionloft Pedestrian and Vehicle Sensors

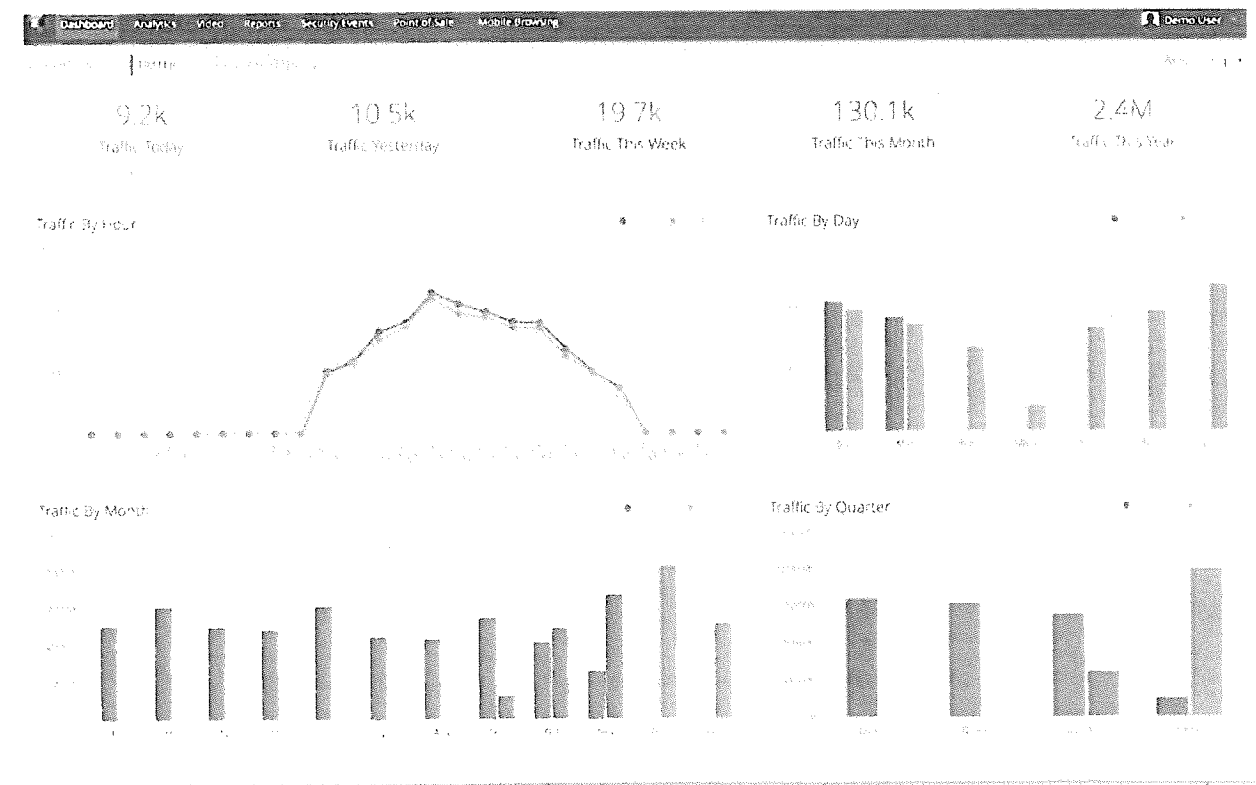
- Use Motionloft Site Selection report for tenant placement
- Automate the "hard counting" process with real-time pedestrian and vehicle counts
- Track and analyze pedestrian flows throughout your properties
- Measure success of marketing events and promotions
- Assess how much of the street traffic your store is truly capturing
- Use Motionloft Business Hours tool to analyze the right hours for business to be open

Motionloft.com | 415.629.6362 | 550 15th Street Ste 20 San Francisco, CA 94103 | sales@motionloft.com

Sample Dashboard Eco-Counter:



Sample Dashboard Retail Next:



## APPENDIX B – DETAILED BUDGET PROPOSAL

### BASIC OPERATING COSTS

#### Direct Costs

##### Personal Services

<u>Position</u>	<u>Number</u>	<u>2017 Avg. Rate</u>	<u>QTY</u>	<u>Total 2017</u>	<u>Total 2018</u>	<u>Total 2019</u>	<u>Total Contract Period</u>
Elevator Guide II	1	\$17.45	2,147	\$37,465.15	\$39,880.53	\$41,222.40	\$118,568.08
Elevator Guide I (P/T)	6	\$12.30	3,106	\$38,203.80	\$41,698.05	\$43,639.30	\$123,541.15
<b>Sub-Total Wages</b>			5,253	\$75,668.95	\$81,578.58	\$84,861.70	\$242,109.23
<b>Other Payroll Expenses</b>							
Social Security		6.20%		\$4,691.47	\$5,057.87	\$5,261.43	\$15,010.77
Medicare		1.45%		\$1,097.20	\$1,182.89	\$1,230.49	\$3,510.58
State Unemployment		3.30%		\$2,497.08	\$2,692.09	\$2,800.44	\$7,989.60
Federal Unemployment		0%		\$-	\$-	\$-	\$-
Workers Compensation		3.50%		\$2,648.41	\$2,855.25	\$2,970.16	\$8,473.82
Workers Benefit Fund	\$0.03			\$140.17	\$140.17	\$140.17	\$420.50
Tri-Met		0.00%		\$-	\$-	\$-	\$-
<b>Sub-Total Other Payroll Expenses</b>				\$11,074.33	\$11,928.27	\$12,402.68	\$35,405.29
<b>Total Personal Services</b>				<b>\$86,743.28</b>	<b>\$93,506.85</b>	<b>\$97,264.38</b>	<b>\$277,514.51</b>
<b>Other Direct Costs</b>							
Uniforms				\$500.00	\$525.00	\$551.25	\$1,576.25
Pedestrian Counting Allowance		\$1,800		\$1,800.00	\$1,890.00	\$1,984.50	\$5,674.50
Supplies				\$200.00	\$210.00	\$220.50	\$630.50
<b>Total Other Direct Costs</b>				<b>\$2,500.00</b>	<b>\$2,625.00</b>	<b>\$2,756.25</b>	<b>\$7,881.25</b>
<b>Total Direct Costs</b>				<b>\$89,243.28</b>	<b>\$96,131.85</b>	<b>\$100,020.63</b>	<b>\$285,395.76</b>

#### Indirect Costs

Supervision, Accounting,  
Payroll, Insurance and Related  
Administrative Costs

30%

\$26,772.98	\$28,839.55	\$30,006.19	\$85,618.73
\$26,772.98	\$28,839.55	\$30,006.19	\$85,618.73

#### Grand Total Operations As Requested

\$116,016.27	\$124,971.40	\$130,026.82	\$371,014.49
--------------	--------------	--------------	--------------

#### Monthly Rate Billable to City

\$9,668.02	\$10,414.28	\$10,835.57
------------	-------------	-------------

#### Hours of Service Based on the Following:

##### Total Hours Per Year

	<u>Elev Guide II</u>	<u>Elev Guide I</u>	<u>All</u>
Base Operating	1,750	2,813	4,563
June - September Ext. Hours		175	175
October Extended Hours		18	18
Elev Guide II Office Hours (5 hours/week)	250		250
<b>Sub-Total Hours</b>	<b>2,000</b>	<b>3,006</b>	<b>5,006</b>

##### Coverage - Paid Leave

	<u>Elev Guide II</u>	<u>Elev Guide I</u>	<u>All</u>
Vacation (.04 hours/hour)	80	-	80
Sick Leave (1 hour/30 hours)	67	100	167
<b>Sub-Total - P/T Coverage</b>	<b>147</b>	<b>100</b>	<b>247</b>

## BILLABLE HOUR RATES

To account for escalating minimum wage rates required by Oregon state law over the period of the contract, our billable hour rates reflect mandatory increases.

### SPECIAL EVENTS

For most cases, special events that require additional staffing hours either through extended operation or by providing supplemental staff to ensure uptime, security, and safety will be charged per the following rate schedule. DOCA requests that the city require all downtown special event permits be evaluated for additional staffing needs. DOCA can bill special event providers directly if the City prefers.

<u>Billable Rate</u>	<u>2017 Rate</u>	<u>2018 Rate</u>	<u>2019 Rate</u>
Elevator Guide II	\$39.01	\$41.52	\$42.91
Elevator Guide I (P/T)	\$27.50	\$30.01	\$31.40

### EXTENDED EXPANSION OF SERVICE

If an expansion of service is consistent enough (such as amending the elevator operating hours) that DOCA is able to develop a staffing plan that does not incur overtime, the following billable rates apply.

<u>Billable Rate</u>	<u>2017 Rate</u>	<u>2018 Rate</u>	<u>2019 Rate</u>
Elevator Guide II	\$26.42	\$28.28	\$29.66
Elevator Guide I (P/T)	\$19.09	\$20.69	\$21.36

### YEAR-ROUND "SUMMER" HOURS SCENARIO

DOCA proposes that the city consider the following service which operates the elevator at current summer hours year-round. This would increase the annual service hours from 5,253 to 5,580 or 327 hours. It is likely that this will not require additional manager time. Thus, operating at this consistent schedule, year round, would be billed as follows:

- 2017 additional fee: \$6,242
- 2018 additional fee: \$6,766
- 2019 additional fee: \$6,985



## STAFFING COSTS

These salary ranges reflect DOCA's intent to retain top-notch talent, limit attrition, and to begin building an ambassador program that Oregon City is worthy of. All tiers of both positions increase by the same dollar rate as the applicable Oregon minimum wage over the contract period.

Pay Scale thru 6/30/17	1	2	3	4	5	6
Elevator Guide II	\$14.00	\$14.90	\$15.80	\$16.70	\$17.60	\$18.50
Elevator Guide I (P/T)	\$9.75	\$10.35	\$10.95	\$11.55	\$12.15	\$12.75
Pay Scale thru 6/30/18	1	2	3	4	5	6
Elevator Guide II	\$15.50	\$16.40	\$17.30	\$18.20	\$19.10	\$20.00
Elevator Guide I (P/T)	\$11.25	\$11.85	\$12.45	\$13.05	\$13.65	\$14.25
Pay Scale thru 6/30/19	1	2	3	4	5	6
Elevator Guide II	\$16.25	\$17.15	\$18.05	\$18.95	\$19.85	\$20.75
Elevator Guide I (P/T)	\$12.00	\$12.60	\$13.20	\$13.80	\$14.40	\$15.00
Pay Scale thru 12/31/19	1	2	3	4	5	6
Elevator Guide II	\$16.75	\$17.65	\$18.55	\$19.45	\$20.35	\$21.25
Elevator Guide I (P/T)	\$12.50	\$13.10	\$13.70	\$14.30	\$14.90	\$15.50

## APPENDIX C – INSURANCE CERTIFICATION



**OREGON  
CITY**

### Public Works - Operations

122 South Center Street | Oregon City OR 97045  
Ph (503) 657-8241 | fax (503) 650-9590

### 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:

Main Street Oregon City, Inc.

Authorized Representative:

Jonathan Stone  
(Please print)

Signature:

Title:

Executive Director

**EXHIBIT C**

City of Oregon City | PO Box 3040 | 625 Center Street | Oregon City, OR 97045  
Ph (503) 657-0891 [www.orcity.org](http://www.orcity.org)

## 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.



