

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NO. 30002520

**SHORT TITLE OF WORK PROJECT:
Insurance Broker Services**

This contract is between the City of Portland ("City," or "Bureau") and Arthur J. Gallagher Risk Management Services, Inc., hereafter called Contractor. The City's Project Manager for this contract is Ronda Hollis, Insurance and Loss Prevention Manager.

Effective Date and Duration

This contract shall become effective on February 18, 2012. This contract shall expire, unless otherwise terminated or extended, on February 18, 2015. The City reserves the right to extend this contract a total of two years in one year increments.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$311,644.00 (Three Hundred Eleven Thousand Six Hundred and Forty Four Dollars) (USD) for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Arthur J. Gallagher Risk Management Services, Inc.

Address: 6399 S. Fiddlers Green Circle Ste 200 Greenwood Village, CO 80111

Employer Identification Number (EIN) 83-1113657

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # 684382

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Contractor shall obtain and maintain in full force at Contractor expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

Commercial General Liability Insurance: Contractor shall have general commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000. Contractor shall provide evidence that any subcontractor, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverage as required herein or that the subcontractor is included under Contractor's policy.

X Required and attached

Automobile Liability Insurance: Contractor shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

X Required and attached

Workers' Compensation Insurance: Contractor shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.

X Required and attached

Professional Liability & Errors & Omissions Insurance: Contractor shall have Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Contractor under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Contractor may have claims-made policy in an amount not less than

\$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor obtains *an unlimited* extended reporting period or tail coverage. Contractor shall provide proof of insurance through satisfactory certificate(s) of insurance to the City.

X Required and attached

General Insurance Provisions.

Additional Insured: The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Contractor's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Continuous Coverage; Notice of Cancellation: The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Contractor to the City. If the insurance is canceled or terminated prior to completion of the Contract, Contractor shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Certificate(s) of Insurance: Contractor shall provide proof of insurance through acceptable certificate(s) of insurance to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverage required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

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

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Contractor shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ / Applicable ☐ / Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Contractor's Personnel: ☐ / Applicable ☐ / Not Applicable

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

1. The Contractor will research, evaluate, market, place, and administer insurance policy coverage, including but not limited to the following:
 - a. Property coverage, including boiler and machinery
 - i. NFIP Flood coverage
 - b. Excess General and Automobile Liability coverage
 - c. Excess Workers' Compensation coverage
 - d. Aviation
 - e. Crime
 - f. Fine Arts
 - g. Marine
 - h. Leased premises and liability coverage required by agreements and contracts
 - i. AD&D
 - j. Special Events coverage
 - k. Various bonds e.g. treasury, fidelity and Department of Environmental Quality (DEQ)
2. The Contractor will be required to perform the following services:
 - a. Research insurance markets to determine appropriateness of current coverage and recommend other additional or different coverage as needed.
 - b. Assist in the evaluation of self-insurance fund administration and financing strategies, retention and deductible levels.
 - c. Obtain competitive quotes for coverage of exposures listed in Exhibit B and any new and specialty exposures or insurance products, as requested.
 - d. Negotiate with insurance companies for the most competitive costs and comprehensive coverage.
 - e. Assess and report insurance company stability, solvency and service record.
 - f. Review policies, binders, certificates of insurance, endorsements or other documents received from insurers for accuracy.
 - g. Provide an annual schedule of insurance by coverage, including insurer, policy number, limits of coverage, sub-limits, conditions of coverage, duties of the insured, premium, and a brief description of each coverage.
 - h. Development of marketing strategies and marketing reports.
 - i. Development of Maximum Probable loss scenarios for City property and liability exposures.
 - j. Assistance with loss modeling, coverage scenario development and assessing potential frequency and severity of loss exposures.
 - k. Prepare or assist with flood exposure modeling and studies
 - l. Provide and/or facilitate property valuation and appraisal services for the City's real and personal property.
 - m. Provide insurance, risk management, loss prevention consulting.
 - n. Assist in the timely reporting and settlement of claims.
 - o. Provide estimates and projections of future premiums for budgeting.
 - p. Provide analysis and make recommendations for retention and/or transfer of risk.
 - q. Assist in review and analysis of contract, agreement or grant related exposures; and, recommend contract clauses, insurance types and limits to address exposures and protect the City's interests e.g. special events, railroad, neighborhood associations, construction projects, permits, leases, etc.
 - r. Provide updates on related federal and state legislation that may impact the City.
 - s. Research, prepare and present educational and training presentations or sessions on relevant insurance, safety and risk management related topics.

CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Karen Graham, Area Executive Vice President	Broker
Monica Drummer, Account Executive	Account Executive

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
None	

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

COMPENSATION

The maximum that the Contractor can be paid on this contract is \$311,644.00 (Three Hundred Eleven Thousand Six Hundred and Forty Four Dollars) (USD) (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. This "Not to Exceed" amount includes funds for each of the possible two one year extensions. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Contractor may be less than that amount. The annual compensation on the flat fee portion of the Services shall be fully paid following placement of the City's property insurance coverage, to be billed after July 1 of each fiscal year of the contract according to the following schedule:

First Year:	\$ 52,000.00
Second Year	\$ 53,560.00
Third Year	\$ 56,821.00

If the City renews for one or both of the available extensions the flat fee portion of the compensation for Services will be as follows:

Fourth Year	\$ 58,526
Fifth Year	\$ 60,282

These payments shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, incidentals, and travel expenses necessary to perform the work and services referenced in RFP BRM006, Part I, Section 3 and in the Contractor's proposal included and made part of this contract by reference.

In addition to the insurance and risk management services referred to in the Scope of Work for this Contract, the City may pay the Contractor for additional services relevant to the City's Risk Management Program as follows:

- a. Up to 40 hours annually may be utilized by the City and will be charged at a rate of \$125 per hour for Risk Control Services/Critical Incident Prevention or Emergency Response Consulting Services. The additional services will be confirmed in writing by the City before work begins, and may be utilized on an as-needed basis. Whether any or all of available additional services are utilized will be at the sole discretion of the City. Total payments for additional services shall not exceed \$15,455.
- b. Completion of a Probable Maximum Loss analysis, calculation and reporting for the City's Property and Liability Programs. The Probable Maximum Loss services will be detailed and confirmed in writing by the City before work begins. Utilization of these services will be at the sole discretion of the City. Total payments for Probable Maximum Loss services will not exceed \$15,000.

If the Contractor is required to market and place additional lines(s) of coverage on behalf of the City, above and beyond the existing commercial insurance portfolio, referenced in RFP BRM006, Part I, Section 3 and in the Contractor's proposal, the City shall pay the Contractor for work performed related to this additional line(s) of coverage through commission(s) not to exceed 15% per line of coverage. Commission(s) will be fully paid following placement. After the initial placement of additional line(s) of coverage, compensation for this coverage in subsequent years may be included in the flat fee, which may be increased in an amount not to exceed the amount of commission on the additional line(s) of coverage.

The Contractor shall provide to the city complete disclosure and transparency on all sources of income, per RFP BRM006 and the Contractor's proposal. Further, the Contractor will not accept contingency fees on this account. Except as provided in Items 1, 2 and 3 above, should the Contractor receive any commission on policies with carriers that are unable to quote net of commission, the Contractor will offset its brokerage fee by the amount of commission received.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

If work is completed, or the contract is terminated or expires before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days**Standard Reimbursable Costs**

- The City does not anticipate that there will be any additional reimbursable expenses to be covered by this contract. As such, any expenses which are claimed as reimbursable must be approved in writing by the City prior to the **expense being incurred**.

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates for services not specifically covered in the agreed upon annual fee will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items claimed for payment. The Project Manager shall stamp and approve all invoices and certify the invoice as "billable" under the contract. The billing from the Contractor should clearly define and combine which portions of the invoice is for fees connected to the Services required under base fee of this contract, and which portion of the invoice may cover fees for Services not covered by the base fee of this contract. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

185150

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature _____ Date _____ Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature _____

Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

CONTRACTOR SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Arthur J. Gallagher Risk Management Services, Inc.

BY: _____ Date: _____

Name: _____

Title: _____

185150

Contract No. 30002025
Contract Title: Insurance Broker Services

CITY OF PORTLAND SIGNATURES:

By: N/A _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official


Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By:  _____
Office of City Attorney

Date: 2/10/2012

185150



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/06/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-312-704-0100
Arthur J. Gallagher Risk Management Services, Inc.

300 South Riverside Plaza
Suite 1900
Chicago, IL 60606
Direct All Inquiries to Email

INSURED
Arthur J. Gallagher Risk Management Services, Inc.

6399 S. Fiddler's Green Circle, Suite 200

Greenwood Village, CO 80111

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

Chi Certificates@AJG.com

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ARCH INS CO (A XV)

11150

INSURER B: ST PAUL FIRE & MARINE INS CO

24767

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23523110

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		41GPP4938404	10/01/11	10/01/12	
X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
X	Gen Agg per loc subj.					MED EXP (Any one person) \$ 10,000
X	to \$10 MIL policy agg.					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY		41CAB4938304 (AOS)	10/01/11	10/01/12	
X	ANY AUTO		41CAB4939004 (MA)	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
X	HIRED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS					\$
B	UMBRELLA LIAB	X	QK01202934	10/01/11	10/01/12	
	EXCESS LIAB					EACH OCCURRENCE \$ 25,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		41WCI4938204 WI	10/01/11	10/01/12	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OF FICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/>	41WCI4938104 AOS	10/01/11	10/01/12	X WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.I. EACH ACCIDENT \$ 1,000,000
						E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: RFP No. BRM003.

The City of Portland, Oregon, and its agents, officers and employees are shown as an Additional Insured solely with respect to General Liability and Auto Liability coverage per form 00 ML0207 00 11 03.

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY

CERTIFICATE HOLDER

City of Portland, Oregon

Attn: Risk Management Division
1120 SW Fifth Avenue, Room 709

Portland, OR 97204-1912

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas B. Gallagher