

188198

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

CONTRACT NUMBER

TITLE OF WORK PROJECT

**Master Site and Implementation Planning for the Kerby/Albina Municipal Service Center
(Transportation and Fleet Maintenance and Operations Center)**

This contract is between the City of Portland ("City," or "Bureau") and MAKERS architecture and urban design LLP hereafter called Consultant. The City's Project Manager for this contract is Alex Howard.

Effective Date and Duration

This contract shall become effective on January 9, 2017. This contract shall expire, unless otherwise terminated or extended, on December 31, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$291,088.46 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): MAKERS Architecture and Urban Design

Address: 1904 Third Avenue, Suite 725: Seattle, WA 98101

Employer Identification Number (EIN): 88-0108383

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

City of Portland Business Tax Registration Number: 795794

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

Consultant 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 Consultant 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, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant'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 Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant 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 subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant 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 Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant 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

Consultant shall obtain and maintain in full force at Consultant 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.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant'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.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. 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.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) 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 Consultant 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, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant 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 Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant 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.

Additional Insured: The liability insurance coverages, 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 Consultant'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. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, 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 coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant 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.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant 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 Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-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 Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant 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 Consultant 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 Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant 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 Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant'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 Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant 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 Consultant 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 Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: ☒ Applicable / ☐ Not Applicable

If applicable, the Consultant 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. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity

contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

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

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

Critical Goals for the Municipal Service Center Master and Implementation Planning Project

At the conclusion of this project, the City's project team aims to present a coherent and compelling vision for a Municipal Service Center on the Kerby/Albina campus to City Council for approval. The analysis and deliverables provided by the consultant will need to show an efficient and contemporary site development and phasing plan that will help bureaus deliver core services for generations to come. Project documentation provided by the consultant must demonstrate that the project will streamline operations and create long-term community value. The final deliverables developed by the consultant shall provide sufficient direction for an architecture/engineering firm to begin design.

Consultant shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals. The timeline for deliverables is addressed below.

Task 1: Project Initiation – The goal of this phase is to establish the project management structure and the shared work plan for the project.

- a. Hold a kick-off meeting with the Internal Project Team, which includes the Project Manager and one staff representative from each PBOT and City Fleet, and the Consultant's project team. The Consultant will develop the agenda and presentation in coordination with the City's Project Manager; facilitate the meeting; and produce meeting notes. Topics should include, at a minimum: project vision and goals, roles and responsibilities, project approach and schedule; needed information from City staff; and preliminary data collection and stakeholder engagement plans. An introductory facility tour should also occur at the time of the kick-off meeting.
- b. Develop and propose a schedule to complete the final Master Plan and Implementation Plan within eighteen (18) months of the contract start date. The Internal Project Team and the Project Manager shall have a set amount of time to review the schedule, before the acceptance of the schedule. The Consultant and Project Manager will cooperatively manage and refine the schedule as needed and as appropriate during the project. The schedule must assume the need for internal and external review, as appropriate.
- c. Develop a data collection and an internal and external engagement plan to support the project.
 - i. The data collection plan should include a working list of the information needed to support the project and recommendations for how that information should be collected. The data collection plan should include a list of site assessments needed to meet the desired outcomes for this project, and estimated costs to complete any

technical assessments, which will be part of the total project cost. The data collection plan must recognize seasonal fluctuations in work at the Project Site. A timeline must be included.

- ii. The internal engagement plan needs to include a recommended process for working with technical staff to identify their needs, recognizing the demands and requirements of work crews; and for presenting that information to the project team in formats that support efficient and informed decision-making.
- iii. The external engagement plan should include recommendations for the types of outreach and engagement needed to support the project at the master planning/pre-construction phase. City staff will provide appropriate background information. External engagement is understood to include external stakeholders, such as CityFleet clients and adjacent property owners, in addition to engagement with the general public. Consultant support for general public engagement efforts will be limited to 1) attending community meetings if scheduled in coordination with other project events, and 2) providing milestone meeting and workshop materials for adaptation by the City in support of community engagements efforts conducted by the City.

Task 1 Meetings, Workshops, Site Visits:

- a. Project Kickoff Meeting
- b. Introductory Facility Tour

Task 2: Existing Conditions and Needs Assessments – The goal of this phase is to develop a shared and documented understanding of site conditions; highlight major issues; and provide data to support the master plan alternatives, and the preferred master plan/implementation plan.

- a. Evaluate existing conditions and complete site, space use, and operational assessments, as approved by the City, to determine site suitability for a variety of site operations and uses. This will be done from the planning/design, transportation, and civil engineering perspectives. Regarding the transportation context, the team will provide a broad summary of general transportation system trends and needs based on previous planning efforts conducted in the study area. No detailed intersection operational analysis will be conducted. The planning analysis will identify the types of spaces, including administrative, shops, circulation, parking, and staging spaces, needed to improve the efficiency and effectiveness of the work performed at the Kerby/Albina campus, based on current and projected needs. It will also identify work group adjacency requirements and opportunities to streamline and co-locate operations and potentially other city operations with similar work requirements.
 - i. Existing conditions evaluation activities include, but are not limited to: review of existing studies and documentation; facility tours; and stakeholder interviews. It is assumed the City's Project Manager will provide relevant documents, coordinate and schedule interviews, and provide site access.
 - ii. The core consulting team shall participate in one site tour with PBOT and one site tour with CityFleet in order to understand each agency's needs and concerns. Additional site visits and tours of specific sections are anticipated and expected throughout the course of the project.
 - iii. 20-25 interviews will be conducted with staff, management, and other stakeholders. The interview list is provided as an exhibit to this contract.
- b. Research and review best practices and facility precedents.
- c. Conduct a visioning workshop with internal stakeholder group to present existing conditions findings, best practices, develop project guiding principles, and inform the development of alternatives evaluation measures.
- d. Identify recommendations for essential topics to address in the Master Plan alternatives, consistent with the desired outcomes listed under the Scope of Work, and based on the evaluation of existing conditions, site assessments, and best practices.
- e. Prepare evaluation measures, based on the desired outcomes and Task 2 analyses, with which to evaluate the master plan alternatives, and to inform the development of the preferred master plan.
- f. Environmental assessment, seismic, and geotechnical services may be provided as deemed necessary by the consultant and project team upon the conclusion of Task 2.

Task 2 Meetings, Workshops, Site Visits

- a. Facility Tours (2), one each with PBOT and CityFleet
- b. Interviews
- c. Guiding Principles/Visioning Workshop with internal stakeholder group

Task 3: Develop Master Plan Alternatives – The purpose of the Master Plan alternatives is to provide viable options for meeting Transportation Maintenance Operations and CityFleet facility needs on the Kerby/Albina campus. There will be

multiple ways to address the outcomes that PBOT and CityFleet would like to achieve; the Master Plan alternatives analysis will provide information, including the relative costs, advantages, and disadvantages of each approach that will help the City identify the most appropriate path forward.

- a. Develop a master site program that shows need by use and by work area type, circulation, etc., and identify the needed square footage for each. Develop a generic cost estimate for developing a site to meet these needs on a theoretical flat site, and the recommended site size for the master site program.
- b. Identify any fatal flaws and produce two to four distinct physically feasible Master Plan alternatives that have been assessed according to the evaluation measures. The alternatives must each strive to meet the desired outcomes outlined in the Statement of Work (above). It is not expected that each alternative will meet all of the desired outcomes. Each alternative is expected to include both illustrations and text.
 - i. The illustrations, at a minimum must include: a site plan showing new buildings and any remaining structures after full implementation; a conceptual grading and drainage plan, including any anticipated stormwater management facilities, locations that will likely need significant site improvement, and locations likely to require significant regrading; employee parking; site circulation plans; preliminary building and site programming, including work area sizes and standards; and sufficient information to demonstrate the potential scale and bulk of structures, and the relationship to surrounding and adjacent uses.
 - ii. The narrative(s) must address the following: the strengths and weaknesses of each alternative, including an analysis of how well the plan addresses the desired outcomes and evaluation measures, and the relative difficulty of executing a phased construction process while work continues on site.
 - iii. Rough order of magnitude estimates of probable costs shall be provided for all site plan options for the purpose of comparing alternatives. Cost estimates at this phase are expected to be general ranges, and are to be used to understand the comparative benefits and challenges of the different alternatives. Renovation estimates, if needed, will be gleaned from studies provided by the City or estimated as a percentage of new construction by building type.
- c. Develop Business Case Analysis to inform comparison of alternatives. The City of Portland will provide existing lease rates and operating and maintenance expenditures for the site as well as data to help to inform future leasing rate or land value estimates. If the Business Case Analysis models operational efficiencies, hour saving estimates, and pay/benefit rates by title (or averages for onsite personnel) will be provided by the City.
- d. Conduct an Alternatives Evaluation Workshop with internal stakeholders.
- e. Conduct an Alternatives Refinement Meeting with Internal Project Team.
- f. Conduct a Bureau Directors' Project Progress Briefing.

Task 3 Meetings, Workshops, Site Visits

- a. Alternatives Evaluation Workshop with internal stakeholder group
- b. Internal Project Team Alternatives Refinement Meeting
- c. Bureau Leadership Project Progress Briefing

Task 4: Develop a Preferred Master/Implementation and a Final Master/Implementation Plan – The goal of this phase is to develop a shared approach to prioritizing what needs to be included in the final plan, and to identify a preferred master site plan and implementation plan that meets PBOT and CityFleet needs and is supported by the project team and Bureau Directors

- a. Create, document, and implement a process for prioritizing what is included in the Preferred Master Plan/Implementation Plan, based on the project evaluation measures, outreach outcomes, cost, and other findings from the plan development process.
- b. Develop the Preferred Master/Implementation Plan. The Preferred Master/Implementation Plan must include recommended construction phasing that supports continuity of operations during construction. Construction phasing information should illustrate construction impacts on the location of operations on site, changes to circulation patterns, and other pertinent phasing information. The implementation plan should be a concept plan. Provide preliminary construction timeline and cost estimates sufficient to develop a supporting financial plan for the project. The preferred plan must include full-cost and cost-constrained options.
- c. Develop the Final Master/Implementation Plan. The Final Master/Implementation Plan must include responses to comments on earlier drafts, and should include a business case to support the project.

Task 4 Meetings, Workshops, Site Visits

- a. Master/Implementation Plan Draft Internal Review Presentation
- b. Master/Implementation Plan Draft Bureau Leadership briefing
- c. Master/Implementation Plan Pre Final Internal Project Team Presentation
- d. Bureau Leadership Pre Final Briefing
- e. Council meeting attendance, if desired

Task 5: Project Management and Administration – As needed to support the Consultant's team and to coordinate with the Project Manager and Internal Project Team to fulfill the scope of work, meet technical requirements, and complete paperwork, as required by this contract. The Consultant shall participate in monthly calls or meetings with the Project Manager and the Internal Project Team. More frequent or as-needed meetings may be necessary.

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. The Consultant is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy.

Deliverables and schedule for this project shall include:

Deliverables Task 1. Initiation

- a. **Kick-off Meeting Summary.** Provided as a written document (e.g., memo, letter or report format, not email text) that includes the kick-off meeting purpose and agenda, a summary of the discussion, and outcomes/follow-up tasks.

Note: The kick-off meeting must take place within thirty (30) days of the execution of the contract.

- b. **Project Schedule.** Provide a schedule for completing this project.
- c. **Data Collection and Internal and External Engagement Plan.** Provide a written plan that describes how data needed to support decision-making, including internal and limited external outreach, will be collected.

Deliverable Due: Consultant shall provide final (reviewed and amended) versions of the Task 1 Deliverables no later than sixty (60) days after contract is signed by the Consultant and the City of Portland. Draft versions will be shared prior to the due date to obtain comments from City staff. The City's Project Manager will coordinate the provision of comments.

Deliverable Task 2. Existing Conditions and Needs Assessments

Findings, Best Practices, and Evaluation Measures Task 2 Summary Memos. These will be three separate memos:

- i. Planning, Operations, and Design existing conditions and needs shall include, but does not need to be limited to, the following: evaluation of existing conditions; results of completed site assessments; best practices documentation; documentation of outcomes from Visioning Workshop; recommendations for critical issues to address in the master plan alternatives; and evaluation measures.
- ii. Transportation existing conditions and needs
- iii. Civil engineering existing conditions and needs

Deliverable Due: Consistent with schedule provided and completed as part of Task 1, and as practicable based on vendor availability.

Deliverables Task 3. Develop Master Plan Alternatives

- a. **Master Site Program and Master Plan Alternatives Memo.** Provide five hard copies and one printable electronic version. One paper copy of any poster-sized materials, and a printable electronic version. Additional materials needed to support outreach and engagement should be generally described and accounted for in the data collection and outreach and engagement plan. Provide evaluations of master plan alternatives. Documents produced for this deliverable need to be consistent with the Scope of Work.
- b. **Response to Master Plan Alternatives Memo.** Assessment of internal and external responses to master plan alternatives, and recommendations for the Preferred Master Plan.
- c. **Business Case Analysis**

Deliverables Task 4. Develop a Preferred Master/Implementation and a Final Master/Implementation Plan

- a. **Prioritization Approach.** Document a working process for prioritizing what is included in the Preferred Master Plan/Implementation Plan. Performance indicators may be used.
- b. **Internal Review Draft - Preferred Master/Implementation Plan.** Provide five hard copies and a printable electronic version of those materials; and copies as needed for the Early Assistance review process with other City bureaus. The

Internal Review Draft of the Preferred Master Plan will be distributed for review by City bureaus and partner agencies, as appropriate. The Internal Review Draft must be clearly marked draft, and include both illustrations and text, consistent with the Scope of Work.

- c. **Public Review Draft - Preferred Master/Implementation Plan.** Provide five hard copies and a printable electronic version, and additional materials for outreach and engagement.
- d. **Presentation on the Public Review Draft – Preferred Master/Implementation Plan.** Provide an electronic presentation, and supporting maps, illustrations or other materials that can be used at meetings and events.
- e. **Final Master/Implementation Plan.** This is the final documentation for the project. It reflects all changes resulting from comments on the Public Review Draft, and the business case to support the project. Proposers should be prepared to produce public outreach materials at this phase.

Deliverables Task 5. Project Management and Administration.

- a. **Monthly Subconsultant Payment and Utilization Report.**

Deliverable Due: No later than the 15th of each month with invoice.

- b. **Monthly Call Summary Notes.** This should be a concise summary of the regularly scheduled project management call or meeting.

Deliverable Due: Within five (5) working days of the phone call or meeting.

- c. **Ad-Hoc Meeting Summary Notes.** This should be a concise summary of the outcomes of the meeting.

Deliverable Due: Within five (5) working days of the phone call or meeting.

All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Consultant and any Subconsultants grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT	HOURLY RATE
Julie Bassuk	Partner, Planner	\$ 185
Cecilia Roussel	Planner & Architectural Designer	\$ 85
Andy Fenstermacher	Associate, Planner	\$ 105
Easton Branam Danielle Cull Byron George Joming Lau	Planner, Graphics Support	\$ 85
Sean McCormick	Graphics Support, Architectural Designer	\$ 95
Gerald Hansmire	Strategic Advisor	\$ 185

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT	M/W/ESB
ACC Cost Consultants	Cost Estimating	\$8,266.00	ESB
BHEGroup	Civil Engineering	\$29,194.64	WBE
Kittleson & Associates, Inc.	Transportation Planning	\$26,535.62	Other

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting

ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$291,088.46 (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. 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 Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work. It is City policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth in the attached fee schedule (exhibit A).

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The consultant shall organize invoices by deliverable and track expenses per deliverable to ensure consistency with the attached budget spreadsheet. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable.

The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant 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.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____ Date: 9/6/2016 Entity: Convergence Architecture

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet 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 Consultant 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. Consultant: 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.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant 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 consultant" 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

CONSULTANT 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 Consultant 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 consultant as defined in ORS 670.600.

MAKERS ARCHITECTURE AND URBAN DESIGN

BY: Julie Bassuk Date: 11-28-16
Name: Julie Bassuk
Title: Partner

CONTRACT NUMBER: _____

CONTRACT TITLE: Master Site and Implementation Planning for a Municipal Services Center
Transportation and Fleet Maintenance and Operations Center)

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau DirectorBy: _____ Date: _____
Chief Procurement OfficerBy: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

APPROVED AS TO FORM

Approved as to Form:

By: _____ Date: 12/22/10
Office of City Attorney CITY ATTORNEY