

188252

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

CONTRACT NUMBER 30005724

TITLE OF WORK PROJECT

**Needs Analysis for Portland Fire & Rescue Logistics, Prevention, and Training,
And Scenario Planning for the Parkrose SFC Jerome F. Sears Sites**

This contract is between the City of Portland ("City," or "Bureau") and Carleton Hart Architecture, PC hereafter called Consultant. The City's Project Manager for this contract is Alex Howard.

Effective Date and Duration

This contract shall become effective on February 1, 2017. This contract shall expire, unless otherwise terminated or extended, on June 30, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$180,264 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): Carleton Hart Architecture, PC

Address: 830 SW 10th Avenue, #200; Portland, OR 97209

Employer Identification Number (EIN): 93-1156836

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

City of Portland Business Tax Registration Number: 423357

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**

Clarification: Work Product referred to in this contract also means Instruments of Service as defined by the consultant's liability insurance carrier and by industry best practices.

Critical Goals for the Needs Analysis for Portland Fire and Rescue Logistics, Prevention, and Training; and Scenario Planning for the Parkrose and Jerome F. Sears site. By the conclusion of this project, the City's project team would like to receive the following:

- A) The specific space needs, including room for modernization, growth and change, of the PF&R Logistics program. This information will be used to budget and plan for relocating the Logistics program from its current location at the Clinton Triangle to another site within the City.
- B) The general space needs and requirements for decentralizing the PF&R's Prevention program. Specifically, the consultant shall provide information on the general amount of space needed, and the types of spaces needed to co-locate Prevention staff at Fire Stations across the City, and information on the amount of space needed and types of space needed to operate a limited downtown administrative office to support the Prevention program.
- C) The specific space needs, including room for modernization, growth and change, of the PF&R Training program. This information will inform future decisions to modernize, upgrade, and/or renovate Training functions on the site.
- D) An updated assessment of the emergency operations needs of multiple bureaus, including but not limited to the following: Portland Bureau of Emergency Management, Portland Bureau of Transportation, CityFleet, Bureau of Environmental Services, Portland Parks and Recreation, and the Portland Water Bureau, as they relate to the Sears site, and the creation of a Westside Emergency Operations Center.
- E) An assessment and supporting documentation, including site plans, that show the feasibility of an options for relocating the Logistics program to both the Sears and Parkrose sites. Feasibility assessment must address other needs that must be addressed on each site, including the development of a Westside Emergency Operations Center on the Sears site, and the continuation of the PF&R Training program on the Parkrose site. Consideration should also be given to the relocation of other uses to either site, including the radio/communications shop operated by the Bureau of Technology Services, a core function of which is installing communications equipment on emergency response vehicles.
- F) Rough order of magnitude of cost estimates for all items listed above.

To achieve these ends, 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.

1. PROJECT INITIATION

a. Background Understanding

- Understand the missions and roles of PF&R, OMF/BIBS, and PBEM.
- Become familiar with research that has been completed to support the relocation of PF&R's facilities from the Clinton Triangle, and planning that has been completed for the Jerome F. Sears site.
- The City will provide the documents listed below for review:
 - Quitclaim Deed SFC Jerome F. Sears Army Reserve Center, Multnomah County, State of Oregon
 - SFC Jerome F. Sears Master Plan, June 10, 2013 (revised)
 - Identified major maintenance needs to for the Sears site
 - Staff Report and Recommendation to the Hearings Officer, Case File LU-14-104931 CP ZC
 - PF&R Needs Assessment, Scott Edwards Architecture, 2/17/2015
 - Information on the City Fleet Fuel Station project
 - Technology upgrade estimates for Sears
 - 2035 Comprehensive Plan growth projections
 - Other reports as determined appropriate and necessary.

b. Project Kick-off

- Meet with the project team to establish client-consultant project management approach, share and verify schedule and approach, and discuss next steps; and identify consultant's near-term information needs.
- Participate in tour(s) of all appropriate City facilities, including but not necessarily limited to the PF&R Logistics and Prevention Services facilities at the Clinton Triangle, the Jerome Sears site, and the Parkrose Training Center.

Task 1 Anticipated Outcomes:

- *Understanding of past planning efforts, and familiarity with the City sites that will be analyzed during this project*
- *Project charter, work plan and schedule*

2. NEEDS AND EFFICIENCY ANALYSES

a. PF&R Facility Needs and Efficiency Analysis and Location Study

- Project current and future space needs for PF&R Logistics, In-Service Training and Prevention programs. Provide space needs by work group, work area needs (equipment/work area equipment) and work group adjacencies for each PF&R program.
- Identify opportunities to increase space and operational efficiencies, including reducing natural resource use; and identify work areas where additional space or new practices may be beneficial.
- Determine if there are significant benefits to co-locating Logistics and/or Prevention with In-Service Training.
- Assess what would be required to disburse Prevention's services to fire stations throughout the City, tying prevention officers to Fire Management Areas. A centralized administrative office for Prevention would likely be necessary.
- Examine the costs and benefits of splitting Logistics into two shops, a main facility and a satellite facility to provide logistics services on both sides of the Willamette River.
- Determine if there are significant negative or positive operational and/or service delivery outcomes associated with locating Logistics at the either the Sears or Parkrose sites. Out-of-service time assessments should be part of this analysis.
- Identify preferred and acceptable locations for Logistics.

b. Westside Emergency Operations Center Needs Review

- Meet with PBEM to understand their needs and interests for a Westside emergency operations center as the City's overall emergency management coordinator.
- Work with PBEM and other bureaus, including but not limited to the Portland Bureau of Transportation, City Fleet, and Portland Water Bureau, and PF&R, that have emergency operations needs and/or that participated in the 2013 master plan for Sears to identify any amendments to the 2013 master plan.
- To the extent reasonable given the scope of this project, differentiate among daily/permanent emergency operations site needs, and site needs for responding to recurring or seasonal events such as ice storms, and site needs for major events, such as earthquakes.

c. Remote Work Hub Pilot Investigation and Needs Analysis

- Determine what improvements would be needed to support the Sears site as a remote working hub for City employees after an emergency event, given current site/building conditions.
- Identify what types of spaces and equipment would be needed to support a post-emergency remote work hub new building.
- Provide high-level costing analysis for the improvements.

- d. **Sears Name Analysis** – Assuming that any redeveloped site will continue to recognize the service of SFC Jerome F. Sears, identify any requirements related to the name or other monument that will need to be addressed during any future major design and construction processes.
- e. **Bureau of Technology (BTS) Communications Needs** – Review and become familiar with the space needs of BTS for outfitting vehicles with communications systems. Needs analysis provided by BTS.

Task 2 Anticipated Outcomes:

- Identification of the types and amount of administrative, shop, storage circulation, and parking and other spaces needed for each of the following PF&R groups: Logistics, Training, and Prevention, including estimates of square footage needed for different work groups, work group adjacencies, technical shop needs, and opportunities to streamline and co-locate operations. Needs should be separated by work group.
- Identification of site location limitations/preferences for each PF&R use.
- Confirmation of the content of the SFC Jerome F. Sears Master Plan, June 2013, or identification of amendments to that plan.
- Parameters for developing a remote work hub on the site today, and needs for an emergency remote work hub.
- Any findings related to restrictions on site naming.

3. SCENARIO PLANNING

- a. **Evaluation Criteria** – Establish criteria for evaluating scenarios based on strategic goals and objectives, cost, growth projections, best practices, client-identified needs, and anticipated construction timeline. The criteria must also include an analysis of how different scenarios may affect the approach and design of an emergency operations center at Sears, including the fueling station.
- b. **Proposed Scenarios** – Propose development scenarios that provide opportunities for meeting the needs identified in Task 2 of this project on up to three separate sites, and that help answer the questions listed below, to the extent they were not answered during Task 2.
 - Sears – How could PF&R uses, and emergency operations center uses be co-located on the Sears site? Could existing buildings be retained or would complete site redevelopment be required? What are the rough costs of different Sears redevelopment options?
 - Parkrose – Is it feasible to redevelop the Parkrose training site as a consolidated PF&R campus? How would a logistics center in this location affect PF&R service delivery? What are the rough cost estimates for redeveloping the Parkrose site, if PF&R needs can be met?
 - Optional – Additional Site – Questions to be determined based on the site.

Note: Some of these questions may be satisfactorily answered during Task 2 and will not need to be addressed in the scenarios. For example, during Task 2, analyses may show that it is not feasible to locate Logistics in a given location. If this is the case, the scenario does not need to address that use in the given location.

- c. **Evaluate Scenarios and Provide Recommendation**
 - PF&R - Identify preferred scenario components for PF&R's Logistics, Prevention, and Training functions and recommend a preferred scenario.
 - Sears – Assess how different scenarios affect the arrangement and approach for implementing an emergency operations center at Sears.

Task 3 Anticipated Outcomes:

- Criteria for evaluating site development options at Sears and Parkrose. Illustrated site plans and studies; rough cost estimates, including cost per square foot for different types of development; and narrative analyses of development options for the Sears and Parkrose sites, and narrative analyses of Sears and Parkrose site development.
- Identification of a preferred site development location(s), outcomes, and approach.

- 4. **OPTIONAL: REAL ESTATE/PROPERTY SEARCH (excluded from \$200,000 cost limit)** – Conduct a specific and detailed search for a property on the private market that meets PF&R needs. Note: This work may also be conducted separately.

Task 4 Anticipated Outcomes:

- Property search results
- An analysis of the market for properties that meet PF&R needs, including an assessment of land cost differences and property availability in different areas of Portland

5. CONCEPT PLANS

- a. Complete concept plan/s illustrating the preferred scenario components at the appropriate sites. The plans should include site plans, the locations and space needs for key use, general circulation patterns, and other illustrative materials. Analyses of the benefits and challenges, and rough cost ranges for design and construction must be provided for the plan/plans.
- b. Develop a recommended on-going (regular operations) occupancy plan for Sears, and develop a conceptual state of emergency conversion plan for the Sears site.

Task 5 Anticipated Outcomes:

- Recommended concept plan/plans
- Recommended Sears occupancy plan, and conceptual state of emergency conversion plan

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. Fee schedule is attached as exhibit A.

NAME	ROLE ON PROJECT	HOURLY RATE
Brian Carleton, AIA	Principal	\$ 150
Corey Morris	Project Manager	\$ 120
Michael Miller, LEED AP O+M	Project Architect	\$ 100
TBD	Staff	\$ 65

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT	M/W/ESB
Humber Design Group, Inc.	Civil Engineering	\$ 9,690	ESB
ACC Cost Consultants, LLC	Cost Estimating	\$19,474	ESB
Venerable Properties	Real Estate Research	\$11,600	None

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 \$180,264 (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 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: [Signature] Date: 2/1/2017 Entity: Carleton Hart Architecture, P.C.

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.

CARLETON HART ARCHITECTURE, PC

BY: 

Date: 2/1/2017

Name: Brian Carleton

Title: Principal

CONTRACT NUMBER: 30005724

CONTRACT TITLE: Needs Analysis for Portland Fire & Rescue Logistics, Prevention, and Training, and Scenario Planning for the Parkrose SFC Jerome F. Sears Sites

CITY OF PORTLAND SIGNATURES:

By:


Bureau Director

Date:

2/9/17

By:

Chief Procurement Officer

Date:

By:

N/A
Elected Official

Date:

Approved:

By:

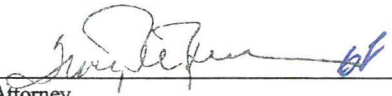
Office of City Auditor

Date:

APPROVED AS TO FORM

Approved as to Form:

By:


Office of City Attorney

Date:

2/13/17

CITY ATTORNEY

6. Proposed Cost

EXHIBIT "A"

188252

EXHIBIT A - FEES

City of Portland - PF&R Logistics

TASK #	STAFF MEMBER'S % OF PROJECT INVOLVEMENT	Carleton Hart				HDG Civil		Venerable		ACC			
		64%	39%	127%	49%	9%	6%	9%	1%	15%	15%		
		STAFF POSITIONS				PIC	DES	PIC	Senior PM	PIC	Senior Est		
		HOURLY BILLING RATES				150	120	100	85	160	85	250	150
1. Project Initiation													
1.1 Background Understanding		16	8	24	8	15							
1.2 Project Kick-off Workshop		8	8	24									
Phase Subtotal		24	16	48	8	15	0	0	0	0	0		
Subtotal by Discipline		10,840.00					2,400.00						
2. Needs and Efficiency Analyses													
2.1 PF&R Facility Needs and Efficiency Analysis and Location Study		60	24	120	24	4							
2.2 Westside Emergency Operations center Needs Review		24	8	48									
2.3 Remote Work Hub Pilot Investigation and Needs Analysis		4	4	16									
2.4 Sears Name Analysis		8	4	24									
2.5 Bureau of Technology Services Needs		4	2	16									
2.6 Summary Report		4	8	32	32								
Phase Subtotal		104	50	256	56	4	0	0	0	0	0		
Subtotal by Discipline		50,840.00					640.00						
3. Scenario Planning													
3.1 Develop preliminary evaluation criteria		8	8	16									
Workshop to review and adopt evaluation criteria													
3.3 Develop proposed scenarios		40	24	120	80	12	12			32	32		
Develop concept diagrams/site plans for Parkrose, Sears and one additional site													
Workshop to review and evaluate													
Revise scenarios													
Workshop to review and recommend preferred site													
Phase Subtotal		48	32	136	80	12	12	0	0	32	32		
Subtotal by Discipline		29,840.00					3,060.00			8,544.00			
4. Real Estate Property Search													
4.1 Meet with real estate broker to outline property criteria		4	4	8			4	4					
4.2 Assess various properties against criteria		8	8	16			40						
4.3 Meet with stakeholders to present possible sites		8	8	8									
4.4 Develop report		8	16										
Phase Subtotal		20	28	48	0	0	0	44	4	0	0		
Subtotal by Discipline		11,160.00						11,600.00					
5. Concept Plans													
5.1 Develop concept plans at selected site		40	24	80	60	12	16						
Space program (adjusted if necessary)													
Site plan													
Building concept plan													
Pros and cons against project goals													
Construction cost estimate										40	40		
5.7 Sears Site Occupancy Plan		24	8	40	32								
Phase Subtotal		64	32	120	92	12	16	0	0	40	40		
Subtotal by Discipline		31,420.00					3,440.00			10,680.00			
6. Project Management													
6.1 Project status reports (monthly)		24											
6.2 Subconsultant Payment and Utilization Report		6											
Phase Subtotal		0	30	0	0	0	0	0	0	0	0		
Subtotal by Discipline		3,600.00											
TOTAL HOURS		260	188	608	236	43	28	44	4	72	72		
FEE SUBTOTAL BY PERSONNEL		39,000	22,560	60,800	15,340	6,880	2,680	11,000	600	10,728	8,496		
FEE TOTAL BY FIRM		137,700				9,540		11,600		19,224			
EXPENSE ESTIMATE		1,800				150		0		250			
SUBTOTAL FEE BY FIRM		139,500				9,690		11,600		19,474			

Optional Fee

SUMMARY

Total Professional Service Fee	166,464
Total Expense Estimated Fee	2,200
Total Project Fee	168,664

Total Project Fee with Optional Real Estate Search 180,264

188252

Client#: 326796

CARLEHAR

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/04/2016

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 Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8528 E-MAIL ADDRESS: PL.CertRequest@usi.biz														
INSURED Carleton Hart Architecture, P.C. 830 SW 10th Avenue #200 Portland, OR 97205-3504	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Compan</td> <td>29459</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Twin City Fire Insurance Compan	29459	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6803293M210	05/04/2016	05/04/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6803293M210	05/04/2016	05/04/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		CUP4F756117	05/04/2016	05/04/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	52WECIY2873	05/04/2016	05/04/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9804590	05/04/2016	05/04/2017	\$1,000,000 per claim \$2,000,000 annl aggr.

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Portland and its bureaus, officers, agents and employees, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Portland - Facilities Services 1120 SW 5th Avenue, #1204 Portland, OR 97204	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 
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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.