

# Exhibit A

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

CONTRACT NUMBER 30005699

### TITLE OF WORK PROJECT HISTORICAL PUBLIC EDUCATION INTERPRETIVE PROGRAM SERVICES MT. TABOR RESERVOIRS PRESERVATION PROJECT

This contract is between the City of Portland ("City," or "Bureau") and Historical Research Associates, Inc., hereafter called Consultant. The City's Project Manager for this contract is David Gray.

#### Effective Date and Duration

This contract shall become effective on March 1, 2017. This contract shall expire, unless otherwise terminated or extended, on December 31, 2019.

#### Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$199,691 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.

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#### CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Historical Research Associates, Inc.

Address: 1825 SE 7<sup>th</sup> Avenue, Portland, OR 97214

Employer Identification Number (EIN): 81-0373761

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

City of Portland Business Tax Registration Number: 669545

- 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.

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#### 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



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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



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**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.



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### 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.



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### 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.

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## STATEMENT OF THE WORK AND PAYMENT SCHEDULE

### INTRODUCTION

In 2008, the City of Portland (City) Water Bureau (PWB) contracted with Cascade Design Professionals and historic architect, Robert Dortignacq, to develop the Mt. Tabor Reservoirs Historic Structures Report in order to provide expert advice on the condition, maintenance, rehabilitation and preservation of the historic visual features within the Mt. Tabor Park Reservoirs Historic District. The summary findings of the report indicate that while the historic features in the district are in fair to good condition, are largely intact, and reflect their original construction, there are various projects that need to be completed in the near, mid and far term timeframes to prevent and remedy deterioration of those structures. This report forms the basis for discussion between the Water Bureau and the Mt. Tabor Neighborhood Association (MTNA) regarding the City's obligation to maintain, repair and preserve the reservoirs as an existing and future City asset. Final findings for Land Use Application LU14-218444 HR EN gives direction that the report will be used to provide direction as to what projects will move forward for preservation of the historic resources. It also gives direction that a professional, historic based educational interpretive program will be developed to tell the story of the roles that the Mt. Tabor Reservoirs and Bull Run served in the City's water delivery system. The Consultant shall be required to develop and submit a Design Advice Request to the Historic Landmarks Commission followed by submission of a Type II Land Use Review. City Council Resolution No. 37146 established a Cooperative Agreement with the MTNA and the PWB to prioritize and implement the maintenance, repair and preservation of the reservoirs and is in the best interests of the City, the public and future users of the Park and reservoirs.

Per City Policy BCP-UTL-2.08, PWB is to continue to work with the MTNA to explore alternative methods to maintain clean water at historic levels, and to maximize the number of days the reservoirs are full, in order to preserve the character of the reservoirs and the park in the most efficient and sustainable manner possible. In addition, the PWB is to work collaboratively with the MTNA to develop an interpretive program that tells the history of the Mt. Tabor reservoirs and the City's water system. The services to be provided by the Consultant under this contract is in support of the Mt Tabor Reservoirs Preservation Project (Project). PWB must maintain a high quality and consistent team throughout the duration of this Project. This shall require the Consultant to potentially work with other PWB Consultants and their subconsultants during the term of this Project.



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### **SCOPE OF WORK**

The Consultant shall provide services to develop a public education interpretive program based on the history of both the Mt. Tabor Reservoirs and the Bull Run Watershed. All work product produced by the Consultant and delivered to the City under this Contract is the exclusive property of the City. The Consultant shall be required to provide services in the following two (2) phases for this Project:

#### **A. Phase I: Program Development and Design**

Phase I involves the development of an interpretive approach that is appropriate in size and content to convey the history of the Mt. Tabor reservoir and Bull Run Watershed story. The Consultant shall be required to complete the following tasks:

- Research, develop, and design an interpretive program from vision to conceptual design.
- Develop an interpretive program which shall include, but is not limited, to the following topics:
  - History of the City's water system and conveyance to Mt. Tabor and beyond;
  - Development of the Mt. Tabor reservoirs beginning with Reservoir 1;
  - Role of the reservoirs in an urban setting;
  - Changes in the use of Mt. Tabor reservoirs; and,
  - Proposed future use and preservation of the reservoirs.
- Provide support to PWB's public outreach staff to prepare a public participation plan and during the public participation process.
- Design media descriptions and specifications for production of the interpretive media.
- Prepare "mock ups" for production of the interpretive media including, but not limited to graphical or 3 dimensional representations.
- Through Design Advice Requests, present conceptual and finalized designs to the Historic Landmarks Commission for their input and approval.
- Submit a type II Land Use Application for final approval of the program design.

#### **B. Phase II: Interpretive Media Production and Installation Oversight**

Phase II involves development of the production of the media and oversight of the installation process. The Consultant shall be required to complete the following tasks:

- Participate in the bidding and contracting process for the media production as requested by PWB. Tasks shall include but not be limited to input on bid documents and serve as a technical expert during the City's bid review and selection process.
- Provide inspection and oversight of media production.
- Provide oversight to the City Contractor selected for fabrication and the on-site installation of media produced. The Consultant shall anticipate a minimum of two (2) visits including an initial inspection after installation and a final approval.
- Site visits during the installation process depending on the type of media and components to be installed.

*The Consultant shall be required to perform Project Management for each of the Phases listed above. The following tasks listed under Project Management below shall be completed by the Consultant.*

#### **A. Kickoff Meeting**

The PWB Project Manager will schedule a kickoff meeting to be attended by the Consultant Project Manager and key Project staff identified by the Consultant and City Project Manager to inaugurate the official start of the Project. The Consultant Project Manager shall discuss the overall Project Management Plan, define the roles and responsibilities of the Consultant's staff, establish the Project schedule and identify action items, milestones, key deliverables and deadlines. The kickoff meeting date shall be no sooner than the date on the Notice to Proceed.

#### **B. Schedule and Quality Assurance and Quality Control (QA/QC) Plan**

The Consultant must prepare a Project schedule and quality assurance and quality control (QA/QC) plan to provide to the PWB Project Manager. The Project work plan shall indicate when the tasks in the Project work requirements are planned to be performed along with budget and QA/QC plan. The Consultant shall provide these reports to the PWB Project Manager electronically within 30 days of final execution of this Contract. The Consultant shall maintain and update the Project management plan on a monthly basis throughout the term of the contract. The PWB Project Manager and the Consultant shall determine the due date for the Monthly report to be submitted.



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### **C. Progress Review Meetings**

The Consultant shall schedule Monthly meetings. The meetings shall be scheduled at the beginning of each month and shall occur at PWB's offices or via phone conferences. The PWB Project Manager shall schedule weekly progress meetings with the Consultant to discuss the following:

- 1) Status of the responses to the action items discussed at the prior meeting.
- 2) Review Consultant's progress of the Project, which includes Consultant reporting on the current activities and highlight of what tasks are going on as planned and tasks that are having issues.
- 3) Discuss outline of how to resolve current issues, identify the parties responsible for resolving the issues, and the target completion date.
- 4) Solicit input from PWB Project Manager or designated staff regarding current work activities.
- 5) Discuss monthly Progress Reports, identify potential issues and plans to address issues moving forward.

### **D. Reporting**

The Consultant shall prepare a monthly status report covering work completed within the current Contract billing period. The report shall include the tasks anticipated for the upcoming period. The monthly status reports shall highlight the work progress during the previous month and list unresolved outstanding issues, and the tasks to be performed in the next month for the duration of the Project. The Consultant shall provide the PWB Project Manager with one (1) electronic copy of the report by the 15th of the next month for the duration of this Contract. The reports shall be broken down by task as outlined in within this Contract and related sections of this contract; comparing percentages complete with percentages of budget spent.

*In addition to the tasks listed above the Consultant shall also complete the following:*

- Manage Project schedule and budget as well as technical resources and coordinate with PWB's Project Manager as needed. The Project schedule updates shall be provided to the PWB Project Manager electronically with the monthly status report for when the Project schedule is revised.
- Conduct biweekly, monthly, quarterly, and periodic meetings as required with the PWB Project Manager or designated staff, regulators, and other stakeholders. The Consultant shall also conduct meetings with industry representatives and interested parties as directed by the PWB Project Manager. Meetings shall include, but are not limited, to monthly data reporting, summarization, and interpretation.
- The Consultant shall prepare meeting agenda and minutes. The agenda and meeting minutes shall be in MS Word and submitted electronically to the PWB Project Manager within one (1) week prior to the scheduled meeting. Meeting minutes shall be provided by the Consultant via email to the PWB's Project Manager within two (2) weeks after the scheduled meeting date. PWB's Project Manager shall be responsible for review of monthly invoice and status report; review of Project work plan; participation in monthly progress meetings; review and comment on agenda and meeting notes; and providing electronic comments to the Consultant within two (2) weeks of receipt of the meeting minutes.
- The Consultant shall administer and manage the work under this Contract to ensure that all tasks and subtasks are properly executed according to sound Project Management Principles, and to complete the scope of work and deliverables according to the approved schedule and budget listed in this Contract. Invoices and Progress Reporting shall be followed in accordance to the terms of the contract.

**The Consultant shall be required to perform any combination of the services listed below through a Work Order process as directed by the PWB Project Manager. The Consultant shall be expected to provide these services within the time frames needed and directed within the issued Work Order. Those service include:**

- Provide general level scope development and/or review for identified services relating to the Project.
- Provide or support the public involvement scoping and planning process.
- Provide technical writing /editing assistance.
- Provide graphics for reports and public meetings.

### **WORK ORDERS**

Work Orders shall be used during Phase 1 and Phase 2 of the Project as a tool to reflect the progress of a phase or particular task, manage various no-cost adjustments to tasks, refine schedules for phases, update schedules due to short time frames, or to make a determination and memorialize the tools to be used when completing tasks under a particular Phase. No cost shall be associated with any issued Work Order.



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The City Project Manager may provide the Consultant with a written request for specific adjustments to a Task under each Phase. When this occurs, the Consultant shall be required to complete an updated scope, schedule and budget for the specific task(s) and submit their information directly to the PWB Project Manager for review. The Consultant's scope, schedule and budget shall include a detailed description of the revised tasks and services to be provided along with subtasks, deliverables, specifications, schedule, and list of Consultant's personnel and subconsultants that will be completing the tasks. The Consultant shall ensure hourly rates reflective those included to this Contract. ***Any changes to subconsultants or if a funding increase to the contract is authorized, a formal amendment to the contract shall be required per the terms and conditions outlined in the Contract.***

A Work Order shall be issued by the City Project Manager to the Consultant once the Work Order is approved by the PWB's approving authority. The Work Order must be signed by the Consultant and the PWB's approving authority that has been authorized to approve Work Orders for this Project (Principal Engineer in Charge of the PWB Engineering Services Group (ESG), Planning Section and the Consultant's approving authority) prior to any work beginning on that particular task. A sample Work Order shall be made available by the ESG's Contract Administration Branch should the need arise under the contract.

**At no time shall costs exceed the authorized Contract budget or exceed the budgets set forth for each Phase of the Project. The City Project Manager is responsible for maintaining the original, signed copy of all Work Orders and is responsible for providing a copy to the Consultant for their records.**

### **Work Order Deliverables**

Work order deliverables shall be specific to the Project and Phase and shall include but not be limited to the following:

- Work plan based on the update or revised tasks identified within the Work Order.
- Schedule and revised/updated budget information (providing no additional funds, ONLY adjustments as needed).
- Consultant's Project lead person and staff performing work/services required. Any revisions to key personnel or subconsultants shall require a formal amendment to the Contract and requires pre-approval by the PWB and City Procurement Office.
- Usual and/or special coordination, communication, or progress reporting conditions.
- Schedule of work including major milestones on recommended intermediate products (reports, meetings etc.) and estimated time of completion.
- All reports and work products shall be submitted electronically in a format appropriate to the product (e.g. documents in Word, spatial products as GIS shapefiles, etc.) along with one hard-copy as designated in the correlating Work Order.

### **DELIVERABLES**

Below is a summary of deliverables required under this Contract. Schedule and details for providing deliverables are described under each task for each Phase listed above.

- Monthly reports describing work accomplishments and any obstacles encountered.
- Draft and final content for the interpretive program
- Draft, mock-ups, and final design for the interpretive program
- Support to the PWB's public outreach group
- Design Advice Request to the Historic Landmarks Commission
- Type II Land Use Application for final interpretive program design
- Oversight of the production and installation of the interpretive media
- Meet with Project Team, senior staff, other PWB Consultant(s) to present project updates and coordinate activities

### **PROJECT SCHEDULE**

This Project has two (2) phases. The PWB Project Manager or designated staff shall issue a Notice to Proceed (NTP) specifying the date the Consultant may begin work for each Phase of the work required under the Contract.

### **NOTICE TO PROCEED**

The NTP shall be issued by the PWB Project Manager prior to beginning all phases of the Project. The Consultant may not begin work under any phase until the issuance of NTP, for that particular phase, has been provided. The NTP requires the approval by signature of the Principal Engineer in Charge of the PWB ESG, Technical Services Section; currently Mary Ellen Collentine. The Consultant shall comply with the statement of work, detailed tasks and deliverables contained in the Contract and follow the Schedule provided in Exhibit B, attached to this Contract.



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### WORK PERFORMED BY THE PWB

The PWB has assigned a Project Manager who will oversee the Consultant's work, and provide support as needed. Specific duties to be performed by PWB's Project Manager or their designee include:

- Review and comment on Consultant's deliverables.
- Review and comment on monthly reports.
- Review and comment on draft and final content.
- Review and comment on draft and final design.
- Provide assistance to Consultant as necessary.

### AMENDMENTS

Amendments to the Contract must follow the City of Portland Procurement process and procedures. Amendments require the signature and approval of the Chief Procurement Officer and the Consultant's authorized agent. 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.

### PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. Consultant's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City Project Managers have discretion to require the Consultant's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

### CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Morgen Young	Project Manager, Principal Investigator, Historian
Libby Provost	Principal Investigator, Architectural Historian
Natalie Perrin	Technical Advisor, Architectural Historian

### PWB PERSONNEL AND ROLE ON PROJECT

The following PWB Personnel has been designated:

NAME	ROLE ON PROJECT
David Gray	Project Manager
Mary Ellen Collentine	Principal Engineer in Charge

### SUBCONSULTANTS

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

**Subconsultant Legal Name: Bryan Potter Design ( non D/M/W/ESB)**

**Subconsultant Amount: \$60,000**

Subconsultant's Key Member's Name	Role on Project
Bryan Potter	2D and 3D Designer
Eldon Potter	2D and 3D Designer

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 compensation shall not exceed **\$199,691**. The "not to exceed amount" is the maximum amount of compensation due the Consultant for all the work required by the contract, including reimbursable expenses, if any. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Consultant. 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 to the Consultant may be less than that amount.



## Exhibit A

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 shall be based on the Consultant's bills previously submitted for acceptable work performed and approved.

Unless authorized by a written Amendment to the Contract no additions or changes shall be made to this Contract. The cost submitted by the Consultant's must remain constant for the duration of the contract.

**Travel** - It is the policy of the City that all travel shall be allowed only when the travel is essential to the normal discharge of the Consultant's responsibilities under the Contract. All travel must be for official City business only. All travel and lodging shall be conducted in the most efficient and cost-effective manner resulting in the best value to the City. Reimbursable direct costs include pre-approved travel beyond a 100-mile radius of Portland. Personal expenses shall not be authorized at any time. Alcohol is not an authorized purchase under this Contract. Travel costs shall be reimbursed in accordance with the City's Travel Expense Guidelines, which are based on the General Services Administration (GSA) per diem rates. All Travel shall be pre-approved in writing by the City's Project Manager. Upon submitting invoices which indicate travel the Consultant shall provide all travel receipts for any items being requested for reimbursement. All receipts shall indicate the company that payment was made to, detail describing the type of services purchased and the total amount paid initially by Consultant. All requests shall be in accordance with the limits of travel reimbursement. When submitting invoices and travel has been authorized and conducted by the consultant a separate line item shall be identified on the invoice.

**Rates** - The Consultant shall be compensated using the Hourly Rates accordance with the Hourly Rates listed below and in accordance with the Budget Detail listed below and in Exhibit A – Budget Detail. Hourly Rates are provided for each year of the Contract and shall remain the same through the term of the Contract. **In no way shall the cost of hours billed by the Consultant exceed the total Contract amount of \$199,691 throughout the term of this Contract. Any new classifications and rates shall only be added through an authorized amendment to this Contract.**

Under each Phase of the Project there shall be a budget line item identified as "Mitigation" that shall be used for potential Work Orders that may be required. The Consultant must obtain approval by the PWB before using funds assigned under the Mitigation budget.

Compensation to the Consultant will be based on invoices, monthly MUR reports and detailed monthly Project progress reports submitted to the PWB, which will identify work completed, per Project Phase and include detailed documentation of work activity that was completed by the Consultant (including their subconsultants). The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the contract are not eligible for reimbursement.

### **HOURLY RATES**

**The PWB has authorized an annual 2% rate increase. The first annual rate increase is estimated to be March 2018. The hourly billing rates shall not exceed those set forth below.**

<b>Name</b>	<b>Classification</b>	<b>Hourly Rate Year 2017</b>	<b>Hourly Rate Year 2018</b>	<b>Hourly Rate Year 2019</b>
<b>Morgen Young</b>	Project Historian	\$80	\$80	\$80
<b>Libby Provost</b>	Research Architectural Historian	\$69	\$69	\$69
<b>Natalie Perrin</b>	Senior Architectural Historian	\$99	\$99	\$99
	Accounting Assistant	\$61	\$61	\$61
	Editor/Production Assistant	\$77	\$77	\$77
	Production Specialist	\$91	\$91	\$91
	Administrative Assistant	\$48	\$48	\$48
	Project Administrator	\$83	\$83	\$83
	Information System Specialist	\$111	\$111	\$111



## Exhibit A

### SUBCONSULTANT COSTS

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. Consultant shall evaluate and certify subconsultants invoices for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service. The maximum markup on subconsultant services shall not exceed 5%. Hourly rates may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics). Hourly rates reflected and incorporated into this contract may not be increased. Subconsultants shall be billed at the following rates:

Subconsultant	Personnel	Classification	Hourly Rate Year 2017	Hourly Rate Year 2018	Hourly Rate Year 2019
Bryan Potter Design	Bryan Potter	2D and 3D Designer	\$125	\$125	\$125
Bryan Potter Design	Eldon Potter	2D and 3D Designer	\$125	\$125	\$125

### BUDGET DETAIL

TASKS					
Phase I: Program Development and Design					
Cost	Task 1: Project Management and Kick-Off Meeting	Task 2: Familiarization of Mt Tabor Reservoir District and Bull Run Watershed	Task 3: Conceptualization of Research and Interpretive Program Ideas	Task 4: Review Meeting(s) to Discuss Concepts	Task 5: Research, including Content and Design Options
<i>Cost</i>	<i>\$5,838</i>	<i>\$7,273</i>	<i>\$5,720</i>	<i>\$3,034</i>	<i>\$34,652</i>
Cost	Task 6: Review Meeting(s) to Discuss Research Findings	Task 7: Public Outreach Meeting(s) to Inform Public About Project and Research Findings	Task 8: Draft Content and Create Two or More Designs of Interpretive Program	Task 9: Review Meeting(s) to Discuss Content and Design Options	Task 10: Refine Content and Design Options
<i>Cost</i>	<i>\$3,034</i>	<i>\$6,435</i>	<i>\$68,437</i>	<i>\$2,509</i>	<i>\$5,391</i>
Cost	Task 11: Public Outreach Meeting(s) to Inform Public about Content and Design	Task 12: Review Meeting(s) to Discuss Public Response to Content and Design	Task 13: Finalize Content and Design of Interpretive Program	Task 14: Prepare and Submit Type II Land Use Application	Project Administration
<i>Cost</i>	<i>\$6,435</i>	<i>\$3,034</i>	<i>\$30,041</i>	<i>\$1,882</i>	<i>\$606</i>
<i>Total Cost of Phase I</i>					<i>\$184,321</i>
Phase II: Interpretive Media Production and Installation Oversight					
Task 15: Provide Oversight of Production and Installation of Interpretive Media					<i>\$15,370</i>
<i>Total Cost of both Phases</i>					<i>\$199,691</i>

**PAYMENT TERMS: Net 30 Days**

### **Standard Reimbursable Costs**

The following costs shall be reimbursed without mark-up:

**Photocopying/Reproduction Costs.** Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultants own use.

### **Subconsultant Costs**

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

### PROGRESS PAYMENTS

Compensation to the Consultant shall be based on invoices, monthly MUR reports and detailed monthly Project progress reports submitted to the PWB, which shall document completion of Project task/subtask or work order and provide detailed documentation of Project activity by the Consultant (including subconsultants).



## Exhibit A

The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement.

On or before the 15<sup>th</sup> of each month, the Consultant shall submit to the Water Bureau's Accounts Payable Department an Invoice for work performed by the Consultant during the preceding month. The Invoice shall contain the following:

The Consultant shall enter all pertinent information below on their invoice in order for the City to review and authorize processing of invoices for payment.

- The correct name of the City's Project Manager (David Gray)
- Invoice date
- Date range during which the Services being invoiced for were provided
- Invoice number that ends in a "##", which represents the correct invoice sequence of issue. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
- The correct Contract number
- Original Contract total, not to exceed amount broken out by: Phase(s), Task, Subtask, and Work Order (if applicable)
- Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F of this section, showing the revised Contract amounts
- Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F of this section
- Amounts being invoiced for in the current invoice and broken out the same way as in item F of this section, with a roll up of a "Total Amount Billed for This Invoice" line item amount
- Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F of this section.
- Consultant shall describe all Services performed with particularity and by whom it was performed (Consultants individual or subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase and Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase and Task that the amount invoiced represents.
- 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. Submission of the draft billing document shall be emailed the City's Project Manager at [David.Gray@portlandoregon.gov](mailto:David.Gray@portlandoregon.gov) for final review and approval.

**The Consultant's invoice, monthly MUR reports and detailed monthly Project progress report shall be e-mailed to:**  
[wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov)

**A copy of the monthly MUR report shall also be emailed to the City Procurement Compliance Specialist at:**  
[Brenda.Scott@portlandoregon.gov](mailto:Brenda.Scott@portlandoregon.gov)

The City shall make payments to which no dispute exists within 30 days of receipt of the invoice and only after receipt and approval of Consultant's detailed monthly invoice, and all reports, designs, certificates, and documents covered by the invoice have been submitted. 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.

Consultant agrees that the City has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project. 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 which is available on the City's website at:  
<http://www.portlandoregon.gov/bfs/article/409834>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions.



# Exhibit A

## 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: 2-2-17 Entity: Historical Research Associates, Inc.

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



## Exhibit A

### 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.

### HISTORICAL RESEARCH ASSOCIATES, INC.

BY: \_\_\_\_\_

Date: \_\_\_\_\_

2-2-17

Name: \_\_\_\_\_

Bradley Bowden

Title: \_\_\_\_\_

President / CEO



Exhibit A

CONTRACT NUMBER: 30005699

CONTRACT TITLE: HISTORICAL PUBLIC EDUCATION INTERPRETIVE PROGRAM SERVICES  
MT. TABOR RESERVOIRS PRESERVATION PROJECT

CITY OF PORTLAND SIGNATURES:

By: N/A Date: \_\_\_\_\_  
Bureau Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: N/A Date: \_\_\_\_\_  
Elected Official

Approved: \_\_\_\_\_  
By: N/A Date: \_\_\_\_\_  
Office of City Auditor

APPROVED AS TO FORM

Approved as to Form: \_\_\_\_\_  
By: [Signature] Date: 2/2/12  
Office of City Attorney  
CITY ATTORNEY



## Exhibit A

### EXHIBIT A Mt. Tabor Reservoirs Preservation Project Historical Public Education Interpretive Program Services

#### Schedule

##### **Project Administration**

Start Date: 3/1/2017

Complete Date: 12/31/2019

##### **Phase I: Program Development and Design**

##### **Task 1: Project Management / Kick-Off**

Start Date: 3/1/2017

Complete Date: 12/31/2019

##### **Task 2: Familiarization**

Start Date: 3/1/2017

Complete Date: 6/30/2017

##### **Task 3: Conceptualization**

Start Date: 6/30/2017

Complete Date: 7/14/2017

##### **Task 4: Review Meeting**

Start Date: 7/14/2017

Complete Date: 8/1/2017

##### **Task 5: Research**

Start Date: 8/1/2017

Complete Date: 9/15/2017

##### **Task 6: Review**

Start Date: 9/15/2017

Complete Date: 9/29/2017

##### **Task 7: Public Outreach**

Start Date: 9/29/2017

Complete Date: 10/16/2017

##### **Task 8: Draft Content and Initial Designs**

Start Date: 10/16/2017

Complete Date: 12/15/2017

##### **Task 9: Review**

Start Date: 12/15/2017

Complete Date: 12/29/2017

##### **Task 10: Refinement**

Start Date: 2/29/2017

Complete Date: 1/19/2018

## Exhibit A

### **Task 11: Public Outreach and Review**

Start Date: 1/19/2018

Complete Date: 2/2/2018

### **Task 12: Review of Public Response**

Start Date: 2/2/2018

Complete Date: 2/16/2018

### **Task 13: Final Content and Design**

Start Date: 2/16/2018

Complete Date: 6/29/2018

### **Task 14: Land Use Application and Review**

Start Date: 6/29/2018

Complete Date: 9/3/2018

## **Phase II: Interpretive Media Production and Installation Oversight**

### **Task 15: Interpretive Media Production and Installation Oversight**

Start Date: 9/3/2018

Complete Date: 7/31/2019



## Contact 37008699

## Exhibit A

## Exhibit B

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

CONTRACT NUMBER 30005688

#### TITLE OF WORK PROJECT

Historic Preservation Services  
Mt. Tabor Reservoirs Preservation Project

This contract is between the City of Portland ("City," or "Bureau") and Akana, hereafter called Consultant. The City's Project Manager for this contract is David Gray.

#### Effective Date and Duration

This contract shall become effective on March 1, 2017. This contract shall expire, unless otherwise terminated or extended, on December 31, 2021.

#### Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$363,915 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.

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#### CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Akana

Address: 6400 Se Lake Road, Suite 270, Portland, OR 97222

Employer Identification Number (EIN): \_\_\_\_\_

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

City of Portland Business Tax Registration Number: 409182

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.

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#### 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



## Exhibit B

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



## Exhibit B

**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.



## Exhibit B

### 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.



## Exhibit B

### 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.

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## STATEMENT OF THE WORK AND PAYMENT SCHEDULE

### INTRODUCTION

In 2008, the City of Portland (City) Water Bureau (PWB) contracted with Cascade Design Professionals and historic architect, Robert Dortignacq, to develop the Mt. Tabor Reservoirs Historic Structures Report in order to provide expert advice on the condition, maintenance, rehabilitation and preservation of the historic visual features within the Mt. Tabor Park Reservoirs Historic District. The summary findings of the report indicate that while the historic features in the district are in fair to good condition, are largely intact, and reflect their original construction, there are various projects that need to be completed in the near, mid and far term timeframes to prevent and remedy deterioration of those structures. This report forms the basis for discussion between the Water Bureau and the Mt. Tabor Neighborhood Association (MTNA) regarding the City's obligation to maintain, repair and preserve the reservoirs as an existing and future City asset. Final findings for Land Use Application LU14-218444 HR EN gives direction that the report will be used to provide direction as to what projects will move forward for preservation of the historic resources. It also gives direction that a professional, historic based educational interpretive program will be developed to tell the story of the roles that the Mt. Tabor Reservoirs and Bull Run served in the City's water delivery system. The Consultant shall be required to develop and submit a Design Advice Request to the Historic Landmarks Commission followed by submission of a Type II Land Use Review. City Council Resolution No. 37146 established a Cooperative Agreement with the MTNA and the PWB to prioritize and implement the maintenance, repair and preservation of the reservoirs and is in the best interests of the City, the public and future users of the Park and reservoirs.

Per City Policy BCP-UTL-2.08, PWB is to continue to work with the MTNA to explore alternative methods to maintain clean water at historic levels, and to maximize the number of days the reservoirs are full, in order to preserve the character of the reservoirs and the park in the most efficient and sustainable manner possible. In addition, the PWB is to work collaboratively with the MTNA to develop an interpretive program that tells the history of the Mt. Tabor reservoirs and the City's water system. The services to be provided by the Consultant under this contract is in support of the Mt Tabor Reservoirs Preservation Project (Project). PWB must maintain a high quality and consistent team throughout the duration of this Project. This shall require the Consultant to potentially work with other PWB Consultants and their subconsultants during the term of this Project.



## Exhibit B

### **SCOPE OF WORK**

The Consultant shall be provide historic preservation services under the terms of this Contract. All work product produced by the Contractor and delivered to the City under this Contract is the exclusive property of the City. The Consultant shall be required to provide the services in three (3) phases for this Project, including various tasks, which are as follows.

#### **A. Year 1: Tasks 1 through 7**

1. Project Management/Work plan/Schedule
2. Develop Package 1 – RES 1 Rehabilitate South Wall
3. Develop Package 2 – RES 1 Basin Perimeter
4. Develop Package 3 – RES 1, 5, 6 Building Exterior Repairs
5. Develop Package 4 – RES 1, 5, 6 Building Roofs
6. Develop Package 5 – RES 1 Weir Building Windows
7. Develop Package 6 – RES 1 Fountain Structure

#### **B. Year 2: Tasks 8 through 10**

1. Year 2 Project Management/Work plan/Schedule
2. Develop Package 7 – RES 1 Basin
3. Develop Package 8 – RES 5 Site & RES 6 Site

#### **C. Years 3-4: Tasks 11 through 14**

1. Years 3 – 4 Project Management/Work plan/Schedule
2. Develop Package 9 – RES 1, 5, 6 Building Windows and Doors
3. Develop Package 10 – RES 1, 5, 6 Gatehouse Balconies
4. Develop Package 11 – RES 1, 5, 6 Revise Site Lighting

Within each Task are various subtasks, as required to develop means and methods for a particular repair, meet with the PWB Project Manager or designated staff and neighborhood stakeholders, prepare plans and specifications, provide permitting assistance, and provide assistance during construction. In order to complete a particular repair task, the Consultant shall work within the following process:

#### **A. PLANNING**

Consultant shall be responsible for the development of complete sets of plans and specifications, as well as licensed, professional stamping as necessary for permitting and other approval criteria. Time spent during this phase shall be kept to a minimum as much of this analysis was completed with the 2009 Mount Tabor Reservoirs Historic Structures Report and has been recently updated under a separate Contract. The Consultant and the project team shall identify a few preservation projects that can be completed within the first year

#### **B. DESIGN AND DEVELOPMENT**

The Consultant must be knowledgeable about the most recent historic preservation philosophies, methodologies, and materials pertaining to the restoration, rehabilitation, and preservation of historic materials and structures. The Consultant shall ensure that their historic preservation philosophy is the guiding principle behind all recommendations.

Utilizing the List of Priorities that was provided in the original Request for Proposal for this Project - 2016 Historic Structures Update, the Consultant shall utilize their technical expertise to develop the means and methods for the restoration, rehabilitation, and preservation of historic materials and structures.

The Consultant shall develop plans and specifications as needed to provide guidance in the selection and oversight to the work of appropriate contractors or other skilled professionals in the building trades related to the selected projects/work. The Consultant shall prepare and submit permit packages when required.

The Consultant shall assist the PWB Project Manager in looking for opportunities to bundle projects/work into packages that can be designed, bid, and constructed in an efficient and fiscally advantageous manner. This stage shall require the Consultant to provide preservation project management guidance to the PWB Project Manager and project team. The Consultant shall be required to attend monthly meetings with the Project Team throughout this phase of the Project.

## Exhibit B

The Consultant shall also assist the PWB in preparing any documents required for submittal to Bureau of Development Services (BDS) for review and any other permitting requirements. The Consultant shall be required to present project information to the Historic Landmarks Committee, Portland Planning Commission, Portland City Council and the Mount Tabor Neighborhood Association whenever necessary to inform these groups of ongoing or proposed projects.

### **C. CONSTRUCTION ASSISTANCE**

The Consultant shall give direction and provide observation to the preservation activities for the duration of this Project. This shall include assisting the PWB Project Manager with informing the public and City officials of the required preservation processes and meeting with the project team to give Project updates on Project progress. Meetings with the Project Team shall be held monthly or more frequently as needed during construction.

*In addition, the Consultant shall be required to perform Project Management for each of the Phases listed above. The following tasks listed under Project Management below shall be completed by the Consultant.*

#### **A. Kickoff Meeting**

The City Project Manager (City PM) will schedule a kickoff meeting to be attended by the Consultant Project Manager and key Project staff identified by the Consultant and City Project Manager to inaugurate the official start of the Project. The Consultant Project Manager shall discuss the overall Project Management Plan, define the roles and responsibilities of the Consultant's staff, establish the Project schedule and identify action items, milestones, key deliverables and deadlines. The kickoff meeting date shall be no sooner than the date on the Notice to Proceed.

#### **B. Schedule and Quality Assurance and Quality Control (QA/QC) Plan**

The Consultant must prepare a Project schedule and quality assurance and quality control (QA/QC) plan to provide to the PWB Project Manager. The Project work plan shall indicate when the tasks in the Project work requirements are planned to be performed along with budget and QA/QC plan. The Consultant shall provide these reports to the PWB Project Manager electronically within 30 days of final execution of this Contract. The Consultant shall maintain and update the Project management plan on a monthly basis throughout the term of the contract. The PWB Project Manager and the Consultant shall determine the due date for the Monthly report to be submitted.

#### **C. Progress Review Meetings**

The Consultant shall schedule Monthly meetings. The meetings shall be scheduled at the beginning of each month and shall occur at PWB's offices or via phone conferences. The PWB Project Manager shall schedule progress meetings with the Consultant to discuss the following:

- 1) Status of the responses to the action items discussed at the prior meeting.
- 2) Review Consultant's progress of the Project, which includes Consultant reporting on the current activities and highlight of what tasks are going on as planned and tasks that are having issues.
- 3) Discuss outline of how to resolve current issues, identify the parties responsible for resolving the issues, and the target completion date.
- 4) Solicit input from PWB Project Manager or designated staff regarding current work activities.
- 5) Discuss monthly Progress Reports, identify potential issues and plans to address issues moving forward.

#### **D. Reporting**

- A. The Consultant shall prepare a monthly status report covering work completed within the current Contract billing period. The report shall include the tasks anticipated for the upcoming period. The monthly status reports shall highlight the work progress during the previous month and list unresolved outstanding issues, and the tasks to be performed in the next month for the duration of the Project. The Consultant shall provide the PWB Project Manager with one (1) electronic copy of the report by the 15th of the next month for the duration of this Contract. The report shall consist of the tasks performed in the past month and the tasks to be performed in the next month for the duration of the Project.

*In addition to the tasks listed above the Consultant shall also complete the following:*

- Manage Project schedule and budget as well as technical resources and coordinate with PWB's Project Manager as needed. The Project schedule updates shall be provided to the PWB Project Manager electronically with the monthly status report for when the Project schedule is revised.



## Exhibit B

- Conduct monthly meetings as required with the PWB Project Manager or designated staff, regulators, and other stakeholders. The Consultant shall also conduct meetings with industry representatives and interested parties as directed by the PWB Project Manager. Meetings shall include, but are not limited to, monthly data reporting, summarization, and interpretation.
- The Consultant shall prepare meeting agenda and minutes. The agenda and meeting minutes shall be in MS Word and submitted electronically to the PWB Project Manager within one (1) week prior to the scheduled meeting. Meeting minutes shall be provided by the Consultant via email to the PWB's Project Manager within two (2) weeks after the scheduled meeting date. PWB's Project Manager shall be responsible for review of monthly invoice and status report; review of Project work plan; participation in monthly progress meetings; review and comment on agenda and meeting notes; and providing electronic comments to the Consultant within two (2) weeks of receipt of the meeting minutes.
- The Consultant shall administer and manage the work under this Contract to ensure that all tasks and subtasks are properly executed according to sound Project Management Principles, and to complete the scope of work and deliverables according to the approved schedule and budget listed in this Contract. Invoices and Progress Reporting shall be followed in accordance to the terms of the contract.
  - Progress Reports - Consultant shall provide City PM with monthly summary reports highlighting work progress during the previous month and listing unresolved outstanding issues. One (1) electronic copy of each monthly report shall be submitted to City's PM by the 15<sup>th</sup> of the next month. Progress reports shall be broken down by task as outlined in "Exhibit A through C- Schedule of Values/Budget Detail" and related sections of this contract, and shall compare percentages complete with percentages of budget spent.
  - Consultant shall submit invoices per the instructions and requirements included to the contract.

**The Consultant shall be required to perform any combination of the services listed below through a Work Order process described in more detail below; upon request, under either Phase of this Project. The Consultant shall be expected to provide the following services within the time frames needed.**

- Provide general level scope development and/or review for identified services relating to the Project.
- Provide limited support to the public involvement scoping and planning process.
- Provide technical writing /editing assistance.
- Provide condition assessments including, but not limited to, repair, rehabilitation, and cost of repairs for identified structures. *Budget for this work will be estimated and negotiated when structure is identified and contract amended as appropriate.*
- On an as needed basis, provide materials testing and analysis, mock-ups or other means of verification in preparation for repair and preservation of identified projects. *Budget for this work will be estimated and negotiated when testing work is identified and contract will be amended as appropriate, using allowance provided in the contract budget (see Section - Compensation).*
- Provide architectural and engineering services to determine structural requirements for potential projects.
- Provide architectural and engineering services to develop plans and specifications for construction bid packages for contracted work.
- Provide assistance in obtaining any required permits to complete repair and preservation for this Project. Most tasks are for repairs not needing permits.
- Provide periodic observation of the work of others for repairing and preserving Project work.
- Provide written documentation for Project permit closure, historic review requirements and City records.

### **WORK ORDERS**

Work Orders shall be used during Phases (in this case Year 1, Year 2, and Years 3-4) of the Project as a tool to reflect the progress of a phase or particular task, manage various no-cost adjustments to tasks, refine schedules for phases, update schedules due to short time frames, or to make a determination and memorialize the tools to be used when completing tasks under a particular Phase. No cost shall be associated with any issued Work Order.

The City Project Manager may provide the Consultant with a written request for specific adjustments to a Task under each Phase. When this occurs, the Consultant shall be required to complete an updated scope, schedule and budget for the specific task(s) and submit their information directly to the PWB Project Manager for review. The Consultant's scope, schedule and budget shall include a detailed description of the revised tasks and services to be provided along with subtasks, deliverables, specifications, schedule, and list of Consultant's personnel and subconsultants that will be completing the tasks. The Consultant shall ensure hourly rates reflective those included to this Contract and apply to the Schedule of Values that applies to that particular Phase, attached and incorporated into this Contract as Exhibit A - Year 1, Exhibit B - Year 2, and Exhibit C - Years 3-4. Any changes to subconsultants or if a funding increase to the contract is authorized, a formal amendment to the contract shall be required per the terms and conditions outlined in the Contract.



## Exhibit B

A Work Order shall be issued by the City Project Manager to the Consultant once the Work Order is approved by the PWB's approving authority. The Work Order must be signed by the Consultant and the PWB's approving authority that has been authorized to approve Work Orders for this Project (Principal Engineer in Charge of the PWB Engineering Services Group (ESG), Planning Section and the Consultant's approving authority) prior to any work beginning on that particular task. A sample Work Order shall be made available by the ESG's Contract Administration Branch should the need arise under the contract.

At no time shall costs exceed the authorized Contract budget or exceed the budgets set forth for each Phase of the Project. The City Project Manager is responsible for maintaining the original, signed copy of all Work Orders and is responsible for providing a copy to the Consultant for their records.

### **WORK ORDER DELIVERABLES**

Work order deliverables shall be specific to the Project and Phase and shall include but not be limited to the following:

- Scope of work based on the update or revised tasks identified within the Work Order.
- Schedule and revised/updated budget information (providing no additional funds, ONLY adjustments as needed).
- Consultant's Project lead person and staff performing work/services required. Any revisions to key personnel or subconsultants shall require a formal amendment to the Contract and requires pre-approval by the PWB and City Procurement Office.
- Usual and/or special coordination, communication, or progress reporting conditions.
- Schedule of work including major milestones on recommended intermediate products (reports, meetings etc.) and estimated time of completion.
- All reports and work products shall be submitted electronically in a format appropriate to the product (e.g. documents in Word, spatial products as GIS shapefiles, etc.) along with one hard-copy as designated in the correlating Work Order.

### **DELIVERABLES**

Below is a summary of deliverables required under this Contract. Schedule and details for providing deliverables are described under each task for each Phase listed above.

- Draft and final design drawings of the work.
- Meetings with the Project Team, senior staff, other PWB Consultant(s) to present project updates and coordinate activities.
- Provide preliminary and final Project Reports to the PWB Project Manager summarizing outcome and any recommendations.

### **PROJECT SCHEDULE**

This Project has two (2) phases. The PWB Project Manager or designated staff shall issue a Notice to Proceed (NTP) specifying the date the Consultant may begin work for each Phase of the work required under the Contract.

### **NOTICE TO PROCEED**

The NTP shall be issued by the PWB Project Manager prior to beginning all phases of the Project. The Consultant may not begin work under any phase until the issuance of NTP, for that particular phase, has been provided. The NTP requires the approval by signature of the Principal Engineer in Charge of the PWB ESG, Technical Services Section; currently Mary Ellen Collentine. The Consultant shall comply with the statement of work, detailed tasks and deliverables contained in the Contract and follow the Schedule of Values/Budget Details provided in all of the Exhibits attached to this Contract that are applicable to the Project Phase.

### **WORK PERFORMED BY THE PWB**

The PWB has assigned a Project Manager who will oversee the Consultant's work, and provide support as needed. Specific duties to be performed by PWB's Project Manager or their designee include:

- A. Review and comment on draft drawings and Consultant's deliverables.
- B. Review and comment on technical memorandum(s), meeting notes and agendas, draft plans, drawings and other deliverables to be provided by the Consultant.
- C. Review and comment on quarterly reports.
- D. Review and comment on preliminary and final plans.
- E. Provide assistance to Consultant as necessary.

### **AMENDMENTS**

Amendments to the Contract must follow the City of Portland Procurement process and procedures. Amendments require the signature and approval of the Chief Procurement Officer and the Consultant's authorized agent. 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.



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### PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City Project Managers have discretion to require the Consultant's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

### CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Herb Fricke	Principal-in-Charge
Paul Kluvers	Senior Project Manager
Donata Tiley	Assistant Project Manager
Erika Price	Project Architect
Jade McDaniel	Senior CAD Technician
Bill Hampton	Senior Mechanical Engineer
Nitu Iyer	Senior Electrical Engineer
Josh Southall	Structural Engineer

### PWB PERSONNEL AND ROLE ON PROJECT

The following PWB Personnel has been designated:

NAME	ROLE ON PROJECT
David Gray	Project Manager
Mary Ellen Collentine	Principal Engineer in Charge

### SUBCONSULTANTS

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

- 1) **Legal Name:** Robert Dortignacq, Architect\* - Oregon Cert ID No. 520

Subconsultant's Key Member's Name	Role on Project	Subconsultant Amount
Robert Dortignacq, Architect	Senior Historic Architect	\$110,820

- 2) **Legal Name:** ACC Cost Consultants, LLC\* - Oregon Cert ID No. 9700

Subconsultant's Key Member's Name	Role on Project	Subconsultant Amount
Stan Pszczolkowski/ACC	Cost Estimator	\$10,636

- 3) **Legal Name:** Robert Dupuy Consulting, LLC

Subconsultant's Key Member's Name	Role on Project	Subconsultant Amount
Robert Dupuy	Lighting Consultant	\$13,547

\*Indicates State of Oregon Certified Minority, Women and Emerging Small Business (M/W/ESB)

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 amount that Consultant can be paid on this Contract is **\$363,915**, (hereafter the "not to exceed" amount), as described in the Budget Detail, attached to this Contract as Exhibits A through C. 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 to the Consultant may be less than the "not to exceed" amount. Under each Phase of the Project there shall be a budget line item identified as "Mitigation" that shall be used for potential Work Orders that may be required. The Consultant must obtain approval by the PWB before using funds assigned under the Mitigation budget.

## Exhibit B

Compensation to the Consultant will be based on invoices, monthly MUR reports and detailed monthly Project progress reports submitted to the PWB, which will identify work completed, per Project Phase and include detailed documentation of work activity that was completed by the Consultant (including their subconsultants). The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the contract are not eligible for reimbursement.

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 shall be based on the Consultant's bills previously submitted for acceptable work performed and approved. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is an amendment to the contract authorizing additional funding.

**Travel** - It is the policy of the City that all travel shall be allowed only when the travel is essential to the normal discharge of the Consultant's responsibilities under the Contract. All travel must be for official City business only. All travel and lodging shall be conducted in the most efficient and cost-effective manner resulting in the best value to the City. Reimbursable direct costs include pre-approved travel beyond a 100-mile radius of Portland. Personal expenses shall not be authorized at any time. Alcohol is not an authorized purchase under this Contract. Travel costs shall be reimbursed in accordance with the City's Travel Expense Guidelines, which are based on the General Services Administration (GSA) per diem rates. All Travel shall be pre-approved in writing by the City's Project Manager. Upon submitting invoices which indicate travel the Consultant shall provide all travel receipts for any items being requested for reimbursement. All receipts shall indicate the company that payment was made to, detail describing the type of services purchased and the total amount paid initially by Consultant. All requests shall be in accordance with the limits of travel reimbursement. When submitting invoices and travel has been authorized and conducted by the consultant a separate line item shall be identified on the invoice.

**Rates** - The Consultant shall be compensated using the Hourly Rates accordance with the Hourly Rates listed below and in accordance with the Budget Detail listed below. Hourly Rates are provided for each year of the Contract and shall remain the same through the term of the Contract. **In no way shall the cost of hours billed by the Consultant exceed the total Contract amount of \$363,915 throughout the term of this Contract. Any new classifications and rates shall only be added through an authorized amendment to this Contract.**

### HOURLY RATES

The PWB has authorized an annual 2% rate increase. The first annual rate increase is estimated to be March 2018. The hourly billing rates shall not exceed those set forth below.

The Consultant's Key Personnel shall be billed at the rates listed below. The billing rates shall not exceed those set forth in the table below:

Name	Classification	Hourly Rate Year 2017	Hourly Rate Year 2018	Hourly Rate Year 2019
Herb Fricke	Program Manager	\$210	\$216	\$223
Paul Kluvers	Sr. Project Manager	\$175	\$180	\$183
Erika Price	Architect	\$145	\$149	\$154
Donata Tiley	Project Manager	\$145	\$149	\$154
Bill Hampton	Sr. Mechanical Engineer	\$170	\$175	\$180
Nitu Iyer	Sr. Electrical Engineer	\$170	\$175	\$180
Josh Southhall	Structural Engineer	\$135	\$139	\$143



## Exhibit B

Work completed by other staff assigned by the Consultant shall be billed according to their classification at the following rates:

Classification	Hourly Rate Year 2017	Hourly Rate Year 2018	Hourly Rate Year 2019
Mechanical Engineer	\$130	\$134	\$138
Sr. CAD Tech	\$95	\$98	\$101
Arch. Project Designer/Specs	\$95	\$98	\$101
Jr. Civil Engineer	\$105	\$108	\$111
Civil Drafter	\$80	\$82	\$85
Landscape Architect	\$105	\$108	\$111
CAD Tech	\$80	\$82	\$85
Administrative	\$75	\$77	\$80
Electrical Designer (CAD)	\$80	\$82	\$85

### SUBCONSULTANT COSTS

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. Consultant shall evaluate and certify subconsultants invoices for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service. The maximum markup on subconsultant services shall not exceed 5%. Hourly rates may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics). Hourly rates reflected and incorporated into this contract may not be increased. Subconsultants shall be billed at the following rates:

Subconsultant	Personnel	Classification/Role on Project	Hourly Rate Year 2017	Hourly Rate Year 2018	Hourly Rate Year 2019
<b>Robert Dortignacq, Architect</b>					
	Robert Dortignacq	Senior Historic Architect	\$130	\$134	\$138
	Various	Tech2	\$75	\$77	\$80
<b>ACC Cost Consultants, LLC</b>					
	Stan Pszczolkowski	Principal	\$164	\$169	\$174
	Terry Walton and Terence Walton	Sr. Estimator	\$130	\$134	\$138
	Marvin Alvarez	Estimator	\$90	\$93	\$95
	Roger Lemons and Larry Shoff	Mechanical and Electrical Estimator	\$130	\$134	\$138
<b>Robert Dupuy Consulting, LLC</b>					
	Robert Dupuy	Lighting Consultant/PIC	\$120	\$124	\$127

### **PAYMENT TERMS: Net 30 Days**

#### **Standard Reimbursable Costs**

The following costs shall be reimbursed without mark-up:

Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultants own use.

#### **Subconsultant Costs**

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

## Exhibit B

### PROGRESS PAYMENTS

Compensation to the successful Proposer shall be based on invoices, monthly MUR reports and detailed monthly Project progress reports submitted to the PWB, which shall document completion of Project task/subtask or work order and provide detailed documentation of Project activity by the successful Proposer (including subconsultants). The successful Proposer is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement.

On or before the 15<sup>th</sup> of each month, the Consultant shall submit to the Water Bureau's Accounts Payable Department an Invoice for work performed by the Consultant during the preceding month. The Invoice shall contain the following:

The Consultant shall enter all pertinent information below on their invoice in order for the City to review and authorize processing of invoices for payment.

- The correct name of the City's Project Manager (David Gray)
- Invoice date
- Date range during which the Services being invoiced for were provided
- Invoice number that ends in a "##", which represents the correct invoice sequence of issue. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
- The correct Contract number
- Original Contract total, not to exceed amount broken out by: Phase(s), Task, Subtask, and Work Order (if applicable)
- Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F of this section, showing the revised Contract amounts
- Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F of this section
- Amounts being invoiced for in the current invoice and broken out the same way as in item F of this section, with a roll up of a "Total Amount Billed for This Invoice" line item amount
- Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F of this section.
- Consultant shall describe all Services performed with particularity and by whom it was performed (Consultants individual or subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase and Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase and Task that the amount invoiced represents.
- 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. Submission of the draft billing document shall be emailed the City's Project Manager at [David.Gray@portlandoregon.gov](mailto:David.Gray@portlandoregon.gov) for final review and approval.

**The Consultant's invoice, monthly MUR reports and detailed monthly Project progress report shall be e-mailed to:**  
[wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov)

**A copy of the monthly MUR report shall also be emailed to the City Procurement Compliance Specialist at:**  
[Brenda.Scott@portlandoregon.gov](mailto:Brenda.Scott@portlandoregon.gov)

The City shall make payments to which no dispute exists within 30 days of receipt of the invoice and only after receipt and approval of Consultant's detailed monthly invoice, and all reports, designs, certificates, and documents covered by the invoice have been submitted. 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.

Consultant agrees that the City has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project. The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.



## Exhibit B

### 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 which is available on the City's website at:  
<http://www.portlandoregon.gov/bfs/article/409834>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions.

:

## Exhibit B

### 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: Herbert J. Zicke, P.E. Date: 01/30/2017 Entity: Akana

#### 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



## Exhibit B

### 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.

### AKANA

BY: Herbert J. Fricke, P.E. Date: 01/30/2017

Name: Herbert J. Fricke

Title: President

Exhibit B

CONTRACT NUMBER: 30005688

CONTRACT TITLE: Historic Preservation Services Mt. Tabor Reservoirs Preservation Project

CITY OF PORTLAND SIGNATURES:

By: N/A  
Bureau Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Procurement Officer

Date: \_\_\_\_\_

By: N/A  
Elected Official

Date: \_\_\_\_\_

Approved:

By: N/A  
Office of City Auditor

Date: \_\_\_\_\_

APPROVED AS TO FORM

Approved as to Form:

By: [Signature]  
Office of City Attorney

Date: 2/2/17

CITY ATTORNEY



Subtotal: 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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[illegible]







