

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT:

Adaptive Reuse Study for Memorial Coliseum

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and the Dully Company, hereafter called Contractor. The City's Project Manager for this contract is David Logsdon in the Office of Management and Finance.

Effective Date and Duration

This contract shall become effective on March 6, 2002 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on July 31, 2002.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$106,085.00 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

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CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): The Dully Company
Address: 2611 SW Georgian Place, Suite 200, Portland, OR 97201

Social Security #: _____
Federal Tax ID #: 56-2648653 State Tax ID #: _____ Business License # 640898
Citizenship: Nonresident alien ___ Yes X No
Business Designation (check one): ___ Individual X 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. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of 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 as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____
Signature/Title _____ Date _____

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner: _____
Elected Official or Delegate _____ Date _____

Approved by Bureau Director: _____
Bureau Director _____ Date _____

Approved by City Auditor: _____
City Auditor _____ Date _____

Approved as to form
by City Attorney: _____
(Rev.07/00) Office of City Attorney _____ Date _____

**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, 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 section 1, **Access to Records**. 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 General Accounting Office.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) 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 cured.

4. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Agreement

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

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

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

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

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, if the original contract required an ordinance, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If the original contract did not require an ordinance, the commissioner-in-charge may approve an amendment increasing the amount of compensation, provided the total contract price does not exceed the formal bid threshold amount set annually by the City Auditor. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.030 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: / / Not Applicable / ___ / Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: / / Applicable / ___ / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / ___ / Applicable / / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A.

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
EXHIBIT A**

**Statement of the Work
and
Payment Schedule**

1. SCOPE OF CONTRACTOR SERVICES

The Contractor shall provide the Office of Management and Finance (OMF) professional services related to the feasibility study of converting the Memorial Coliseum building to an alternative public use. Contractor services shall include but are not limited to the following.

A. Public Information and Involvement

The study will be organized to provide multiple opportunities for public input and review.

1. Public Information -- designed to educate and inform citizens about the Memorial Coliseum reuse study will include:

- (a). *Fact sheet*: Basic description of project, purpose, goals, and schedule, and opportunities for public participation.
- (b). *Newsletter / Website*: Three progress reports on the project, provided to OMF for mailing to interested parties and posting on the City's website.
- (c). *Graphics and Displays*: Information on the Coliseum reuse options presented in a format which can be understood by citizens "at a glance," for use at open houses and other public meetings.
- (d). *Media Relations*: Assist the City in generating free print and electronic media coverage for the project and its opportunities for public participation.
- (e). *Outreach Partnerships*: Office of Neighborhood Involvement, civic organizations (such as AIA), enlisted to help publicize the project, and encourage participation in the reuse study.

2. Public Involvement --designed to gather citizen input--will include:

- (a). *Stakeholder interviews*: Face-to-face meetings early in the project with citizens/groups/users who have shown strong interest in the future of the Coliseum.
- (b). *Public values*: A list of criteria to guide decisions on best options for the facility, building upon the objectives already adopted for Rose Quarter development.
- (c). *Request-for-information*: Solicitation of more detailed ideas for future public uses of the Coliseum.
- (d). *Open house events*: Two events to solicit public involvement in developing the best options for the future use of the Coliseum. The first, held early in the process, will focus on brainstorming reuse options. The second open house will be convened to review the results of the preliminary feasibility analysis. *Facility tours* will also be conducted in conjunction with the open houses.

- (e). *Advisory Committee*: provide briefings and solicit input from OMF appointed project advisory committee at three meetings. Facilitate participation by advisory group in Open House events. Contractor work on Advisory Committee matters is limited to 38 hours.
- (f). *City Officials*: At OMF request, participate in up to three briefing sessions with City officials.
- (g). *Documentation*: A complete report on the results of public outreach will be produced and made available to OMF and will be included in the final report.

B. Preliminary Analysis of Reuse Concepts

Prior to the initial open house and solicitation of ideas, the contractor will work with OMF to develop preliminary evaluation criteria to screen reuse ideas. Following the open house the criteria may be refined to narrow the list to up to three ideas that would be studied in more detail as outlined in Sections C, D and E below.

- 1. Screening and evaluation criteria may include factors such as public objectives, rough capital costs, number of events, capacity of the building, timing, fatal flaws in the idea and gross sense of economic feasibility.
- 2. Develop a matrix to display how ideas fit screening criteria
- 3. Select up to three ideas that appear most feasible for more detailed analysis per sections that follow.

C. Preliminary Market Assessment

Consultant team will provide a preliminary market assessment of up to three adaptive reuse ideas. Specifically, the market assessment will include the following:

- 1. *Demographic Analysis* – Provide a summary of projected trends for the Portland area such as income, employment, population, retail sales, effective buying power, and companies. A summary comparison of these characteristics will be made to other markets that support similar facilities.
- 2. *Comparable Facilities* – Identify similar facilities in cities comparable to Portland and assess their historical utilization and financial operating results. Provide a summary of event utilization and other relevant physical and operational characteristics of comparable facilities.
- 3. *Competitive Facilities* – Assess the operations of existing and planned competitive facilities in the Portland area to determine the degree and type of competition these facilities could potentially pose to identified adaptive reuses of the Coliseum.

D. Building Conversion Feasibility

1. Building conversion analysis to include data gathering on the facility with regard to adaptive reuse ideas under consideration. Data gathering will include the following:

- (a). Compile information on Memorial Coliseum including floor plans, site plans, sections, structural drawings, etc.

- (b). Using existing OMF studies and reports, walk through the building with the facility's maintenance personnel, Hoffman Construction (cost estimators), and KPFF Consulting Engineers (structural engineers) to update and identify the useful life for major systems and materials.
 - (c). Verify applicable regulatory requirements.
 - (d). Prepare base drawings of the building (site plan, floor plan and sections) to be used for conceptual studies.
 - (e). Prepare written and graphic summary of existing conditions and requirements.
2. Research will be required to augment the physical inventory, including the following tasks.
- (a). Identify regulatory requirements for building conversion and the conditions that trigger requirements to meet new codes including planning and zoning, seismic, fire and life safety, energy, and ADA requirements.
 - (b.) Identify key site, building system and architectural issues related to conversion to new uses. Identify site planning issues such as access, traffic, and parking. Identify structural issues such as the ability to convert the existing bowl to other uses, the ability to remove the bowl from the existing structure, and the ability to maintain the existing building envelope. Identify mechanical/electrical engineering issues such as the adequacy of existing systems for new uses, and architectural issues such as organizational opportunities and limitations of the existing exterior envelope.
 - (c). Prepare written summary of regulatory requirements and key building issues, opportunities and constraints.
3. Specific to the adaptive reuse ideas being evaluated, for each alternative use prepare:
- (a). Conceptual architectural diagrams, site plans, and sections.
 - (b). Narrative describing the conversion scope of work for major systems and materials.
 - (c.) Preliminary cost estimates prepared by Hoffman Construction Company.
 - Narrative on opportunities and issues.

E. Economic Feasibility

An economic feasibility assessment will be produced based on the underlying research conducted in the public involvement phase, and as a result of the market assessment and building conversion research. The following elements will be determined for each of the up to three alternative reuse ideas:

- *1. Capital Financing Plan:* Estimated hard and soft costs for the project will comprise the capital budget. Assumptions regarding long-term financing of the project will be made in consultation with the City Debt Management office to determine a preliminary financing plan, including if appropriate, an estimate of long-term debt service.
- *2. Operating Plan:* Market assessment data will be used to prepare a preliminary projection of annual revenues. Depending on the proposed use, a preliminary projection of management options and operating expenses will also be performed. Similarly situated facilities in Portland and elsewhere, when applicable, will be used to estimate the

expense data.

- 3. *Pro Forma Projection*: A 20-year preliminary analysis will be developed that includes the revenue and cost items developed in the Capital Financing Plan and the Operating Plan. The Pro Forma will show annual gains or losses for the proposed facility and include a return on investment analysis.

The Economic Feasibility assessment will also include an assessment of potential alternative capital financing options and other operational funding sources. These financing options will be determined based on the contractor's understanding of the City's financial structure, as it may be applicable to the facility use under consideration. In addition, alternative options for managing the facility will be evaluated for each reuse idea

F. Public Objectives and Benefits

For each reuse idea subject to this evaluation, the contractor will identify how each alternative responds to the identified public objectives in the Rose Quarter Urban Design Plan and identify additional public objectives that could be achieved through each adaptive reuse of the facility.

G. Work Products and Schedule

In addition to the deliverables identified in the preceding sections of this Statement of Work, the contractor will produce a final report summarizing all aspects of the project. A camera ready copy of a draft report shall be prepared and presented to OMF staff on or about June 15, 2002. Following review and comment by the advisory committee and project staff, a camera ready original of the final report shall be delivered to OMF on or about June 28, 2002.

2. SCOPE OF CITY SERVICES

To assist the Contractor in carrying out its obligations hereunder, the City will provide in a timely manner access to relevant information and personnel and shall identify priorities and timelines for the Contractor. Information necessary to the Contractor in carrying out the work herein will be supplied by the City as reasonably requested by the Contractor. City shall organize and manage the advisory group, arrange and pay for printing and advertisement of project events, print all copies of the draft and final report and oversee and pay for project mailings to interested parties.

3. COMPENSATION

The City shall pay the contractor for work performed under this Agreement on or after March 6, 2002 or the effective date as set out below. The payments shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.

In no event shall the compensation for the work described above exceed \$106,085.00.

4. BILLING AND PAYMENT PROCEDURES

The Contractor shall submit monthly invoices to the City's Project Manager. Monthly invoices shall include a progress report summarizing work accomplished by primary project elements A-E in the Statement of Work. Payment shall be made within 30 days of receipt of

**EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**

SECTION A

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

Signature _____ Date _____ Entity _____

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

SECTION B

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

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

Project Manager Signature _____ Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- X_ 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;
- X 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;
- X 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;
- X D. Labor or services are performed only pursuant to written contracts;
- X E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

EXHIBIT B

Rev. 07/00

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

2. Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. Required and attached or Waived by City Attorney :

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

EXHIBIT D
MISCELLANEOUS PROVISIONS

1. Contractor is authorized to subcontract with the following firms: Barney and Worth with Christine Rains Graphic Design, BOORA Architects with KPFF Consulting Engineers and Hoffman Construction Company, CSL International and CS Projects.
2. The results of this study are not intended to result in a detailed plan for adaptive reuse or a programmable budget for conversion. The results of this study will not be the basis for making a final decision on the future of the Coliseum. Additional study and analysis will be required should the City choose to pursue any of the alternative public uses that appear to be feasible and desirable as a result of this initial study.
3. Market or financial information provided by Contractor under the terms of this Agreement will reflect the efforts of limited primary and secondary market research, including information provided by the City. Information provided by third parties will not be audited or verified by us, unless otherwise noted, and we will assume it to be correct.

While Contractor will extend its best efforts to assure accurate information, Contractor will make no representation or warranty as to the completeness of the information provided by Contractor, written or oral, and shall express no assurances of any kind on any projected financial information.

There will be differences between financial projections presented and the actual results because events and circumstances frequently do not occur as expected and those differences may be material.

Any financial information provided by Contractor will be based on the scope of services as defined herein. Contractor cannot be held responsible for any future management actions on which the future performance of facilities will depend. The work performed as a part of this agreement is intended solely to provide the City with limited primary or secondary market research in order for the City to arrive at conclusions regarding potential public adaptive reuses of Portland Memorial Coliseum and should not be used for any other purpose.