

EXHIBIT A

CONTRACT FOR PROFESSIONAL SERVICES

CLIENT/PROJECT: CITY OF PORTLAND, OFFICE OF PLANNING AND DEVELOPMENT/
NORTH OF BURNSIDE ECONOMICS IMPACT AND STUDY

This AGREEMENT is made and entered into this _____ day of June 1980 by and between Leland and Hobson Economics Consultants, 8835 Southwest Canyon Lane, Suite 220, Portland, Oregon 97225, hereinafter referred to as "Consultant" and the City of Portland, Office of Planning and Development, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City desires to engage a Consultant to provide certain technical information and analysis of economic conditions and impacts of certain development proposals in the North of Burnside Area, more particularly described in Schedule B: Scope of Services; and

WHEREAS, the Consultant presents himself to the City as having the experience and knowledge to capably render service in a timely and workman-like manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Effective Date and Duration

This contract becomes effective as of June _____, 1980 upon signing by both parties. The consultant shall initiate services upon receipt by the consultant of a Notice to Proceed. The Consultant shall complete the services specified herein within 45 calendar days from the date of the Notice to Proceed. The Consultant shall be considered to have completed the work and fulfilled the provisions of this contract upon submission and presentation to the City of five (5) copies of a final report in reproducible form as described further in Schedule B: Scope of Services.

2. Project Management

The Project Manager and Principal-in-Charge for the Consultant will be Mr. David C. Leland. The Project Manager for the City will be Brian McCarl. A portion of the economics research services will be sub-contracted to Ms. Vicki Pflaumer of Region West Research Consultants. Mr. Leland will be responsible for coordinating and managing the Consultants work program and shall be the principal representative of the Consultant in discussions, presentations, and reviews with City personnel, other agency representatives, advisory committees and public officials. Mr. McCarl will be responsible for contract administration on behalf of the City. Mr. McCarl will coordinate the review of the study and progress

reports with advisory committees and other agencies, will ensure City performance with respect to City obligations outlined in Schedule B: Scope of Work, and will be responsible for ensuring the availability of a research assistant for 15 hours a week during Phase I research and analysis.

3. Work to be Accomplished

The Consultant shall undertake the work described in Schedule B: Scope of Work, subject to review and minor modification. The redefined scope of work will include sufficient detail to adequately describe tasks, methodology, persons responsible and time schedules, and to prevent lack of communication between the Consultant, the City and advisory committees. Additional refinements may be directed by the City as agreed to by the Consultant.

4. Compensation and Bookkeeping

The City will pay the Consultant for personnel and direct charges not to exceed \$18,388, as detailed in Schedule C: Consultant's Budget, Work Scope and Time Allocation. Billings shall be in conformance with Schedule 4: Schedule of Payments, and Schedule D: Hourly Billing Rate. The above sum shall constitute full and complete payment from the City for the work to be performed, as described in this Agreement, and will not be exceeded without prior written approval of the City.

5. Sub-Contracts

The Consultant will not assign this contract or its management to any other party. The Consultant may enter into sub-contracts with other professionals as needed in performance of the work with prior written approval of the City.

6. Reports

The Consultant shall prepare and submit a final report as specified in Schedule B: Scope of Work, IV. Findings and Conclusions. The Consultants shall prepare such interim reports and memoranda as required for coordination and review by the City, with advisory committees or other agencies.

7. Schedule

The Consultant shall complete the project within 45 days from the date of the Notice to Proceed. During the course of the study, periodic meetings with City staff and advisory committees are anticipated on an as needed basis. No specific schedule for these meetings is required, but the Consultant will be available for such meetings.

8. Termination

This Agreement may be terminated by either party to the Agreement within 10 days' written notice. Compensation in the event of termination will be for actual work completed in a manner acceptable to the City as of the date of termination. All work materials and documents pertaining to the project undertaken by this Agreement are the property of the City.

9. Changes

This Agreement and the schedules attached hereto constitute the entire Agreement between the parties.

The City may, without invalidation of the contract, order changes in the work consisting of additions, deletions, or other revisions. For major changes, the contract cost and duration will be adjusted as authorized in writing and agreed to by both parties. Major changes include, but are not limited to, the tasks and products as described in this Agreement. However, the City may order, in writing approved by the Project Manager, minor, reasonable changes in the work. Such changes, if consistent with the intent of the agreement as agreed to by both parties, will not involve an adjustment in the agreement cost and duration. Minor changes include, but are not limited to, minor changes in methodology, tasks and products having a low or no cost impact. No change shall be effected in the contract cost unless such change has been approved by the City.

10. Delays and Extensions of Time

If the progress of the work is delayed at any time by any act or neglect of the City or by any employee of the City, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the control of the Consultant, or by delays authorized by the City pending arbitration, or by any cause which the City determines may justify the delay; then, upon claim for extension by the Consultant, the contract duration shall be extended by change order for the period of delay or such reasonable time as the City may determine. All claims for extension of time shall be made in writing to the City no more than five days after the occurrence of the delay; otherwise they shall be waived. When claimed, the period of extension will, in no event, be less than the period of delay caused by the City.

11. Indemnity

The Consultant shall hold and save harmless the City for all consequences related to the Consultant's activity and performance for the City. It is intended by this provision to save harmless the City from any and all claims made by employees and subcontractors of the Consultant arising out of industrial accidents, except for those damages including bodily injury or death or property damage caused by or arising out of the sole negli-

gence of the City. The Consultant also agrees to indemnify, save and hold harmless the City from any and all liens, claims or damages of any kind or nature resulting from this agreement upon, against or to any property owned by the Consultant.

12. Independent Contractor

The Consultant is an independent contractor and not entitled to City benefits, including vehicles, employee compensation, etc.

13. Worker's Compensation Act

The Consultant agrees that it is an independent contractor and not an employee of the City and agrees to accept exclusive liability as an employer under any applicable Worker's Compensation Act, Employment Insurance Act, Old Age Insurance Act, and any other applicable state or federal law, including the payment or deduction and remittance of any and all contributions, taxes, fees or charges under such laws.

14. Insurance

The Consultant shall be responsible for purchasing and maintaining its own liability insurance and may purchase and maintain such insurance as will protect it and the City, as an additional beneficiary, from claims which may arise out of or result from the Consultant's operations under the Agreement, whether such operations be by the Consultant or by any sub-contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

15. Governmental Agency Requirements

The Consultant agrees to meet all requirements that may be specified under regulations of any governmental agency, current or as amended during the agreement, having jurisdiction insofar as said requirements relate to the work performed under this agreement or materials furnished pursuant thereof including, but not confined to Equal Opportunity, non-discrimination, minimum wages, maximum hours and all federal, state and local health and safety acts and regulations.

16. Equal Employment Opportunity (EEO)

Pursuant to Chapter 3.100 of the Code of the City of Portland, the Consultant identified will comply with the EEO certification as presently on file with the City of Portland EEO Office. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant is required to meet all requirements of the U.S. Department of Housing and Urban Development Community Block Grant Programs as described in Appendix A.

Dated this _____ day of June 1980.

CITY OF PORTLAND

By:

Mayor

Auditor

CONSULTANT

By:

Principal-in-Charge

APPROVED AS TO FORM
APPROVED AS TO FORM:

Christopher P. Thomas

CITY ATTORNEY
City Attorney

SCHEDULE A

SCHEDULE OF PAYMENTS

- I. The Consultant shall be paid monthly on the basis of invoices submitted to the City. These invoices will be for the portion of the agreed upon compensation earned by the Consultant during that month. The exact format for these invoices will be defined to meet the needs of the Consultant and of the City. At no time shall a single invoice exceed 70% of the total project fee.
- II. All billings for payment shall be documented by the consultant in his own records, such documentation to be available to the City if requested. Invoices shall be from Leland & Hobson Economic Consultants, and invoices or billings from subcontractors must be made through the Consultant.

SCHEDULE B

SCOPE OF SERVICES

I. BACKGROUNDA. North of Burnside Plan

The City of Portland's Office of Planning and Development and the Bureau of Planning are engaged in the preparation of the North of Burnside Plan. The objective of this effort is to provide public and private interests with a single policy direction for housing, transportation and land use that can be used in making capital improvements and development decisions.

The Office of Planning and Development is responsible for the coordination of the social and economic impact portions of the Plan. Accordingly, the study requested herein is intended to assist the City, the Plan Advisory Committee, and private interests as follows:

Determine or project how the North of Burnside Community will change as a result of the addition of the major projects described in Exhibit A.

As illustrated in Figure 1, the Burnside Neighborhood encompasses approximately 45 blocks bounded by the Willamette River, the North Park Blocks, the Broadway Bridge access ramps and North Burnside Street.

II. GENERAL DESCRIPTION

Following is a work program for a consultant-conducted study of economic impacts for the North of Burnside Neighborhood. In Phase I, the consultant will prepare an economic impact assessment for each of the major development projects presented in Exhibit A and provide technical assistance in the review of the Phase II work program and strategy. Further, the consultant will address the special issues outlined in Exhibit B, regarding the recent decision by Daon Corporation not to proceed with development of the Pacific Square project.

III. WORK PROGRAMA. Program Elements

1. Employment -- Prepare a detailed analysis and projection of the number of employees required to support committed and induced business activity in the study area. This investigation should cover the ten (10) year period 1980 through 1990.

- a. Long-Term Employment
 - o Total number of jobs
 - o Job classification
 - o Gross income level
 - b. Short-Term Employment
 - o Total number of jobs -- construction
 - o Man years of employment
 - o Other
 - c. Induced Employment
 - o Expanded retail sales
 - o Expanded commercial sales
 - o Expanded commercial business and services
 - d. Distribution of direct employment concentrations (i.e. location)
2. Disposable Income -- Prepare a detailed analysis and projection of the amount of increased (new) employee and captured consumer expenditures for the purchase of all goods and services in the study area. This investigation should cover the ten (10) year period 1980 through 1990.
- a. Retail trade
 - b. Shopping goods
 - c. Selected services
 - d. All others
 - e. Total volumes of trade
3. Commercial and Housing Space Demand and Supply
- a. Demand -- Develop annual estimates and a 10-year projection of the market for commercial and housing space in the study area based on future economic conditions and experience with similar or other related markets, including the downtown core. This should be in terms of:
 - o Gross space (sq. ft.) required per market area (i.e. retail, office, service, residential, etc.)
 - o Current and future rent structures
 - o Distribution (i.e. demand by subdistrict in the study area)

- b. Supply -- Analyze, project and report on the current and future availability of commercial and residential space in the study area that would accommodate the demand projections developed under Part a., above. This should be in terms of:

o Currently available space

- Total gross floor area (sq. ft.) per market area
- Distribution
- Rent schedule
- Tenancy requirements
- Ownership

o Projection of future available space

- Space availability by subdistrict
- Total gross floor area (sq. ft.) per market area
- Projected rent schedule

4. Displacement -- Prepare a detailed analysis of the impact of commercial expansion in the study area on the existing housing supply and population. This investigation should cover the ten (10) year period 1980 through 1990.

a. Housing

- o Annual commercial expansion impact areas by subdistrict
- o Unit types (i.e. SRO, apartments, temporary shelter, etc.)
- o Total number of units displaced, including units lost or gained since 1979

- b. Population -- Prepare a detailed analysis of the impact of commercial expansion and displacement on the existing study area resident population. Specifically:

- o Size of population displaced
- o Composition of population displaced, i.e. majority-minority, male-female, age
- o Tenancy characteristics, i.e. resident, transient
- o Income characteristics

- c. Commercial -- Prepare an analysis of the impact of commercial and residential expansion on the existing study area commercial enterprises.

- o Retail
- o Office/Commercial
- o Industrial

- d. Residential/Commercial Support Services -- Prepare a detailed analysis of the impact of commercial and residential expansion on the existing commercial retail and neighborhood support services.
 - o Eating and drinking establishments
 - o Food markets, drug stores, variety stores
 - o Apparel stores
 - o Professional services
 - o Social services, public and quasi-public
- 5. Technical Assistance -- Provide technical assistance and direction to the City's Phase II public improvements and investments work program and strategy.
 - a. Review and respond to City prepared work programs and strategies.
 - b. Provide technical assistance in the development of an approach towards a Phase II -- North of Burnside Plan Implementation -- document. This report will be used by the City, developers, lending institutions and appropriate local, state and federal agencies in decision-making regarding the market for an economic feasibility of public and private investments and capital improvements in the study area.
 - c. Attend a maximum of one (1) North of Burnside Study Advisory Committee meeting and two (2) City bureau planning staff strategy sessions.

IV. FINDINGS AND CONCLUSIONS

- A. Report -- Prepare a written report of the information collected and analyzed for each development collectively and individually. At a minimum, the consultant shall include the following:
 - 1. A summary comparison of the major impacts addressed in the work program (Part III).
 - 2. An Executive Summary of the major findings and conclusions of the study not to exceed five (5) pages.
 - 3. Sufficient graphics to clearly illustrate all economic impact trend information and projections, the location of special impact or opportunity areas, and the relationship of such areas to each other and the downtown core. The Bureau of Planning will prepare final graphics with clear readable draft graphics prepared by the consultant.
 - 4. Major data collection and analysis.

The consultant shall submit five (5) copies of the final Phase I report in a bound 8 1/2 x 11 format.

V. OFFICE OF PLANNING AND DEVELOPMENT RESPONSIBILITIES

A. The Office of Planning and Development will:

1. Be responsible for maintaining all other citizen input and contact with neighborhood organizations.
2. Provide existing background information as specified below:
 - a. Neighborhood base maps.
 - b. Updated land use inventory data.
 - c. Updated transportation and transit data.
 - d. Current demographic data of the study area and City.
 - e. A review of existing plans and adopted City policies.
 - f. Available information on major developments in the study area described in Exhibit A.
 - g. Background information on the programs and policies for the Skidmore Old Town District.
 - h. Established North of Burnside project goals and guidelines.
 - i. Existing land and improvement assessed values and ownership.
 - j. Existing and possible landmark structures.
 - k. Existing and projected pedestrian and vehicular circulation patterns.
 - l. Inventory of existing housing, including:
 - o Number of occupied units
 - o Number of vacant units
 - o Number of units under construction
 - o Rent structures
 - m. Assessment data on existing social conditions, including:
 - o Crime, law and order statistics
 - o Alcohol and drug addition and type of facilities
 - o Health and nutrition centers
 - o Recreation/socialization services
 - o Employment services -- temporary and long-term training
 - o Special group
 - n. Condition of housing structures in the study area.

3. Make formal presentation of the final product as necessary to City groups, agencies and officials.
4. Coordinate the conduct of this study with others in progress, such as the Comprehensive Plan.
5. Be responsible for administration of the contract.

EXHIBIT A

PHASE I -- ECONOMIC IMPACT STUDY SUBJECTS

1. Development: Pacific Square

Developer: Northwest Natural Gas Company and an Unidentified Developer

Type of Development: Six and one-half block, high quality, mixed-use, multiple phase development encompassing office, commercial space, major hotel facilities, specialty retail, commercial space, and a world trade center. Supporting uses to the project include major off-street parking facilities, major pedestrian plaza, and other secondary project elements.

Location: NW Everett and Glisan, and NW Third and First

Total Project Cost: \$160 Million

2. Development: Transportation Center

Developer: Trailways, Greyhound, Tri-Met, Dart, City of Portland

Type of Development: A transportation center facility accommodating Greyhound and Trailways inter-city bus operations, Dart-airport inner-city transfer, local tax service and Tri-Met metropolitan bus service. Other uses would include linkage with the Banfield Light Rail Transit service.

Location: NW Broadway and Hoyt, and NW Johnson and Union Station

Total Project Cost: \$7-9 Million

3. Development: Union Station Renovation

Developer: Union Pacific Railroad, Burlington Northern and Union Pacific Railroads -- joint venture

Type of Development: Commercial redevelopment within Union Station, including office, restaurant and other uses. Amtrak will remain in the station building.

Location: Union Station (Broadway Bridge head west side)

Total Estimated Project Cost: \$3-5 Million

4. Development: Banfield Corridor Light Rail Transit

Developer: Tri-Met

Type of Development: Development of light rail transit service between Gresham and the downtown city center. The project will include the development of 17 eastside and eight westside transit stations and the provision of light rail transit vehicles and operators. Two transit stations will be built within the study area.

Location: Banfield Corridor -- westside

Total Project Cost: \$18 Million

5. Development: McCormick Dock

Developer: Bill Naito

Type of Development: Mixed density residential rental housing, including 300,000 square feet of moderate income rental and 20,000 square feet recreational uses.

Location: West bank of the Willamette River between the Broadway and Steel Bridges

Total Project Cost: \$18 Million

EXHIBIT B

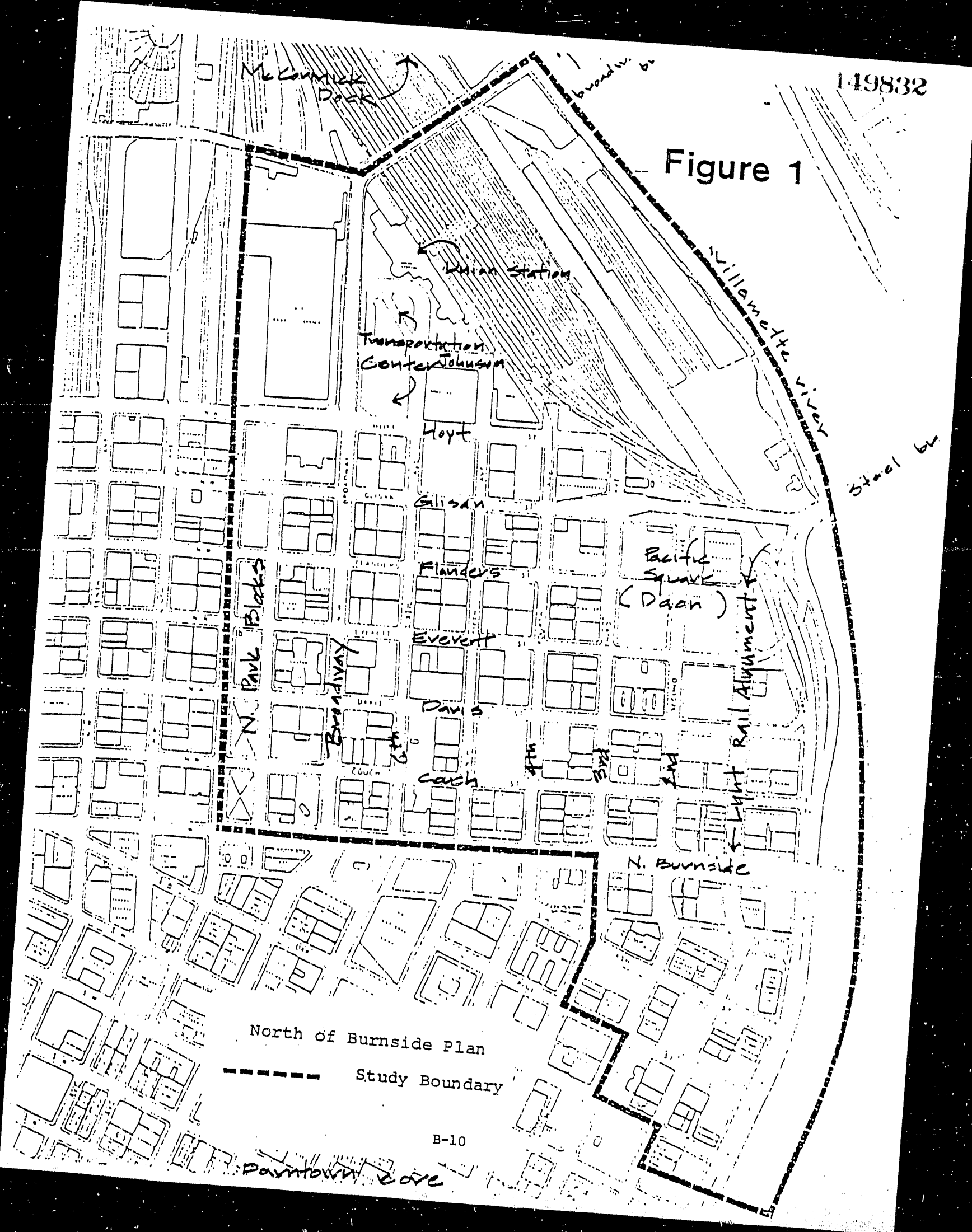
SPECIAL ISSUES

Recently, the Daon Corporation has decided that it will not proceed with the Pacific Square Project. Pacific Northwest Natural Gas Company, owner of the site, will proceed with necessary hearing and approvals required for the project and has indicated its intention to proceed with another, as yet unselected, developer. Since this project is by far the largest of the five projects included in the study analysis requested in this Agreement, new questions are raised which must also be answered in this study:

1. Is the Pacific Square Project generating its own demand for office space, etc., or was it proposed to meet existing demand in the North of Burnside and/or the downtown area?
2. If the demand to be met by the Pacific Square Project exists for space downtown and the project is not built, how will this demand be met and will the impact of meeting this demand be greater, lesser or the same in the North of Burnside area?
3. If the demand to be met by the Pacific Square Project exists, but the project is not built as currently designed, is it likely that the same amount and mix of space will be built in the same general area (due to land costs, availability, site size, etc.); and, if so, will the time line be similar (5 years), extended (5-10 years), or greatly extended (over 10 years)?

Generally, the decision of Daon Corporation not to proceed with the project is not so significant if another developer agrees to assume the project as generally presented to date. If the project does not proceed, or if the project is substantially altered, this may have a greater or lesser impact on housing, supportive activity to residential land uses, and the population of the North of Burnside neighborhood. The consultant must include answers to the issues raised within the Part III work program, depending, of course, on the outcome of future hearings and decisions.

Figure 1



North of Burnside Plan

Study Boundary

SCHEDULE C

SCOPE OF WORK AND BUDGET

The Consultant has reviewed the scope of work in Section III of the RFP and has prepared a slightly modified work scope as shown in the following pages. The work scope includes an estimated distribution of work assignments including participation by the Office of Planning and Development staff researcher. Footnotes are provided where the scope of work has been modified or where explanation seems appropriate. In summary, the work program by major work element and budget is shown as follows (including the elements to be performed by Region West):

<u>Program Element</u>	<u>Staff Budget</u>	<u>Project Distribution</u>
Orientation	\$ 915	5.0%
Employment	1,793	9.7%
Disposable Income	1,448	7.8%
Commercial Demand/Supply	6,010	32.7%
Displacement	3,560	19.4%
Population	2,662	14.5%
Technical Assistance	<u>1,200</u>	<u>6.5%</u>
Subtotal	\$17,588	95.4%
Direct Project Expenses	<u>\$ 800</u>	<u>4.4%</u>
Total Fees and Expenses	\$18,388	100.0%

A portion of our proposed economics research services will be subcontracted to Ms. Vicki Pflaumer of Region West Research Consultants. The program elements to be performed by Region West are identified in the work program (Items 1, 2 and 4B of the RFP including employment, disposable income and population).

The Office of Planning and Development will provide a research assistant to the project at 15 hours per week during the course of the Phase I research and analysis.

The Bureau of Planning and the Office of Planning and Development will provide existing background information as specified in Schedule B, Item V, A through N.

The Bureau of Planning will prepare final graphics with clear readable draft graphics prepared by Leland & Hobson.

Mike Henniger and Brian McCarl of OPD will be available to meet with Leland & Hobson project management during the course of the study on an as needed basis.

The consultant shall attend weekly meetings with the client starting with the North of Burnside Economic Development Subcommittee meeting June 23, 1980.

WORK PROGRAM: NORTH OF BURNSIDE NEIGHBORHOOD
ECONOMIC IMPACT AND STUDY

Program Element	Staff Hours			
	Principal	Associate/ Region West	Clerical	OP&D
1. Orientation				
a. Project Briefing	3	3	-	-
b. Time Schedule/Responsibilities	3	-	-	-
c. Review of Reports/Data	<u>4</u>	<u>6</u>	<u>-</u>	<u>-</u>
Total	10	9	-	8
2. Employment <u>1/</u> (Region West)				
a. Long-Term Employment				
(1) Total Number of Jobs	1	3	-	-
(2) Job Classification	2	2	-	-
(3) Gross Income (1980 Dollars)	1	2	-	-
b. Short-Term Employment				
(1) Construction	2	4	-	-
(2) Man-Years/Employment	1	4	-	-
(3) Other	1	4	-	-
c. Induced Employment <u>2/</u>	<u>4</u>	<u>8</u>	<u>-</u>	<u>-</u>
Total	12	27	8	20

- 1/ Committed and induced business activity in the study area: Pacific Square, Transportation Center, Union Station Renovation, Banfield Corridor LRT, McCormick Dock.
- 2/ Induced employment in the study area is extremely difficult to project, as induced employment impact is regionwide and larger. The induced benefit is absorbed into total, overall growth for the region and therefore, comes back to the city, the downtown, and the study area through overall and market share office, retail, and industrial growth. Recommended eliminating sub-item program elements under "induced employment" and also, "distribution of direct employment concentrations (i.e.: location)". These projections will be developed (indirectly) under commercial space projections portion of the work program.

WORK PROGRAM: NORTH OF BURNSIDE NEIGHBORHOOD
ECONOMIC IMPACT AND STUDY
(Continued)

Program Element	Staff Hours			
	Principal	Associate/ Region West	Clerical	OP&D
3. Disposable Income <u>3/</u> (Region West)				
a. Retail Trade: Convenience	2	6	-	-
b. Retail Trade: Shopper Goods	2	6	-	-
c. Services	2	6	-	-
d. Other <u>4/</u>	<u>2</u>	<u>6</u>	<u>-</u>	<u>-</u>
Total	8	24	3	-
4. Commercial Space Demand/Supply				
a. Demand Analysis <u>5/</u>				
(1) Gross Space by Commercial Category <u>5/</u>	6	20	-	-
(2) Current Projected Rent Structures	4	14	-	-
(3) Distribution <u>5/</u>	4	8	-	-

3/ Disposable income of projects listed in 1/ above.

4/ Other: Total disposable income of project employment (i.e.: housing, transportation, etc.).

5/ Assumes access to public documents (i.e.: Cadillac/Fairview, Tri-Met, Transportation Center, etc.). Demand will examine overall downtown area growth projections by commercial category (retail, office, service, etc.). Market share by commercial category will be assigned to the study area. Distribution within the study area presumes a preliminary land use plan (BOP) and subdistrict evaluation with priority by level of commercial attractiveness (commercial growth target locations).

WORK PROGRAM: NORTH OF BURNSIDE NEIGHBORHOOD
ECONOMIC IMPACT AND STUDY
(Continued)

Program Element	Staff Hours			
	Principal	Associate/ Region West	Clerical	OP&D
4. b. Supply				
(1) Available Space (Current) <u>6/</u>				
(a) Gross Floor Area	2	6	-	-
(b) Distribution <u>7/</u>	2	6	-	-
(c) Rent <u>8/</u>	2	6	-	-
(d) Tenancy/Ownership <u>9/</u>	2	6	-	-
(2) Projection of Future Space				
(a) Space Availability by Subdistrict <u>10/</u>	2	14	-	-
(b) Total Gross Floor Area	4	12	-	-
(c) Projected Rent Schedule	<u>7</u>	<u>6</u>	-	-
Total	35	98	30	40
5. Displacement				
a. Housing				
(1) Annual Commercial Expansion <u>11/</u>	12	20	-	-
(2) Unit Types (Housing Distribution) <u>12/</u>	8	16	-	-
(3) Projected Displacement (Net Loss/Gain)	<u>5</u>	<u>16</u>	-	-
Total	25	52	15	12

6/ Requires a space inventory for area commercial structures.

7/ Distribution: location, type, floor level (height).

8/ Sampling by type to arrive at high, low, average.

9/ Sampling to arrive at tenancy characteristics: operator owned/leased, absentee owner.

10/ Subdistricts should be defined by BOP, OP&D and consultants.

11/ Commercial expansion by area subdistrict (annual take 1980-1990).

12/ Analysis of BOP data.

WORK PROGRAM: NORTH OF BURNSIDE NEIGHBORHOOD
ECONOMIC IMPACT AND STUDY
(Continued)

Program Element	Staff Hours			
	Principal	Associate/ Region West	Clerical	OP&D
6. Population (Region West)				
a. Projected Displacement Population <u>13/</u>	3	16	-	-
b. Displacement Population Characteristics <u>13/</u>	3	12	-	-
c. Tenancy Characteristics <u>13/</u>	3	12	-	-
d. Income Characteristics <u>13/</u>	<u>3</u>	<u>10</u>	<u>-</u>	<u>-</u>
Total	12	50	12	10
7. Technical Assistance				
a. Review/Respond to Work Programs	4	-	-	-
b. TA to Phase II Development Approach	4	-	-	-
c. Attend 3 Meetings <u>14/</u>	<u>12</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	20	-	-	-
Total Staff Hours:	<u>122</u>	<u>260</u>	<u>73</u>	<u>90</u>

13/ Existing population characteristics of all existing housing facilities in the study area to be inventoried by BOP or OP&D social element work program.

14/ Includes meeting preparation.

SCHEDULE D

HOURLY BILLING RATE

Principals	\$60 per hour
Associates	\$35 per hour
Clerical	\$16 per hour

Direct expenses include travel, reproduction, purchases of materials related to the project (i.e. reports, maps), and long distance telephone calls.

FEDERAL REQUIREMENTS FOR PROFESSIONAL SERVICE CONTRACTS--CGBG/HUD

Professional service contracts include contracts for architectural, engineering, construction management, planning, or similar types of services.

Professional service contracts are normally negotiated. Federal Procurement Standards permit, without a dollar limitation, negotiation of these contracts.

Negotiated professional service contracts assisted by a federal grant shall as a minimum comply with the following requirements:

A. Contracts

1. Agreement. The contract will be a sound, complete, enforceable agreement.
2. Contractor's Ability. Contracts will only be made with responsible contractors who possess the ability to perform successfully under the terms and conditions of the contract. Consideration will be given to contractor's integrity, record of past performance, previous experience, technical and personal resources, and proximity to the project area. (See Section 3 language below regarding location.)

B. Contract Standards. The contract shall adhere to the following standards:

1. The contract shall contain provisions for administrative, contractual or legal remedies in instances where the contractor violates or breaches the contract, and provide for such remedial action as appropriate.
2. Contracts in excess of \$10,000 shall contain provision for and conditions under which the contract may be terminated and the basis for settlement.
3. Contracts in excess of \$10,000 shall contain provisions allowing the City of Portland, HUD, the Comptroller General of the United States, or their authorized representatives, access to any books, papers, documents, or records directly pertinent to the specific grant.

C. Contract Language

1. Section 3 Clause. The following clause shall be inserted in all contracts:
 - a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree

that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

2. Nondiscrimination Clause. The following clause shall be inserted in all contracts:

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974 as amended.

Discrimination is banned in the offering of services or facilities; treatment of individuals; utilization of criteria and methods of administration; and determination of sites or locations of housing or facilities.

ORDINANCE NO. 149832

An Ordinance authorizing an agreement with Leland & Hobson Economic Consultants in the amount of \$18,388 for the preparation of an Economic Market Study and Impact Analysis in connection with the North of Burnside Study, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That pursuant to Resolution No. 32426, adopted May 10, 1979, the Council directed City staff to examine the proposed Transportation Center in light of other planning activities in the area north of Burnside surrounding the proposed site, and to seek the advice of the community and other interested persons.
2. That pursuant to Ordinance No. 149066, adopted January 30, 1980, the Council authorized and directed the preparation of a land use plan and policy for the North of Burnside area.
3. That the Office of Planning and Development has, in support of these actions by the Council, incorporated time and resources from the Housing and Special Projects Sections of the Bureau of Planning and the UDAG Section within the Office of Planning and Development, and has established an integrated work program for completion of the study.
4. That the Office of Planning and Development, UDAG Section, is responsible for economic market and impact analysis elements of the study, and that the UDAG Section has prepared a work scope for such an analysis and has requested proposals from qualified consultants.
5. That the firm of Leland & Hobson Economic Consultants has been recommended by a consultant selection committee to prepare the economic analysis as outlined in the contract attached as Exhibit A to the original only of this ordinance at a cost of \$18,388.
6. That sufficient funds exist within the Housing and Community Development appropriation unit and professional services line item to cover the cost of the contract.

ORDINANCE No.

7. That pursuant to Housing and Community Development Block Grant Regulations (24 CFR 570.205) such studies are an eligible activity.

NOW, THEREFORE, the Council directs:

- A. The Mayor and City Auditor are authorized to enter into an agreement with Leland & Hobson Economic Consultants, 8835 SW Canyon Lane, Suite 220, Portland, Oregon 97225 in the amount of \$18,388, according to the agreement attached hereto as Exhibit A.
- B. The Mayor and City Auditor are authorized to draw and deliver warrants not to exceed \$18,388 payable to Leland and Hobson Economic Consultants pursuant to the terms and conditions attached hereto as Exhibit A.

Section 2. In order that the study may commence without delay, an emergency is declared to exist, and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,

JUN 25 1980

Mayor Connie McCready

MLH:jt

June 18, 1980


Auditor of the City of Portland

Calendar No. 2250

ORDINANCE No. 149832

Title

An Ordinance authorizing an agreement with Leland & Hobson Economic Consultants in the amount of \$18,388 for the preparation of an Economic Market Study and Impact Analysis in connection with the North of Burnside Study, authorizing the drawing and delivery of warrants, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed JUN 20 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Chace*
Deputy

INTRODUCED BY
MAYOR MCCREADY

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>Mc</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau:
Planning & Development
Prepared By: M. Henniger
Date: 6/19/80
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:
Cowles Mallory <i>[Signature]</i>

CALENDAR
Consent
Regular

NOTED BY
City Attorney
City Auditor <i>[Signature]</i>
City Engineer