

INTERAGENCY AGREEMENT

Between

Portland Development Commission

And

Portland Bureau of General Services

This Interagency Agreement ("Agreement"), dated this 19th day of September, 2001 is made and entered into by and between the City of Portland, Bureau of General Services, a municipal corporation ("BGS") and the Portland Development Commission ("PDC, Commission").

RECITALS

- 1) Whereas, the City of Portland and the Commission, under ORS Chapter 190 and the Portland City Charter, are authorized to enter into cooperative agreements; and
- 2) Whereas PDC, as the duly designated Urban Renewal agency of the City of Portland, is granted broad powers under ORS 451.170 for the planning and implementation of urban renewal projects; and
- 3) Whereas, the Bureau of General Services is responsible for tenant improvements at the 1900 Building; and
- 4) Whereas, a cooperative partnership between the Commission and the Bureau of General Services will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects; and
- 5) Whereas, both parties desire to enter into an Agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing a specific scope of service;

Now therefore, the parties agree as follows:

AGREEMENT:

I. SCOPE OF SERVICES

- A. BGS will serve on behalf of the Commission as Project Manager for the construction of tenant improvements on the 7th floor of the 1900 SW 4th Avenue Building, including:
 1. Construct three (3) offices, one (1) conference room, modify a storage room on 7th floor.
 2. Add approximately twenty-five (25) new floor boxes with electrical circuit connections and data cabling installed.
 3. Install new carpet tiles to fit new box locations.
 4. Other related work as desired by the Commission.
- B. BGS will be responsible for obtaining and complying with all necessary construction permits for the project.
- C. A detailed budget estimate for the project is attached, and shall be the Authorized Budget for this project.

II. PROJECT ADMINISTRATION

- A. BGS will serve on behalf of the Commission as Project Manager for the construction of tenant improvements on the 7th floor of the 1900 SW 4th Avenue Building as described in Section I.
- B. BGS will be responsible for obtaining and complying with all necessary construction permits for the project.
- C. The Commission Project Manager shall be immediately notified of any inquiry from a media or press representative, and shall be consulted prior to any verbal or written information on the project being provided to such a representative.
- D. The Commission Project Manager shall be invited to attend all regular or significant project meetings and to participate in steering, management, or technical advisory committees organized for the Project.
- E. The Commission Project Manager may request at any time a status report on progress towards completion of the Scope Of Services, which shall be provided within seventy-two (72) hours of receiving a written request.
- F. Changes to the Scope of Services:
 - a. Changes to the Scope of Services, allocation of contingency budget (if any) and modification to the Authorized Budget Estimate may be made upon written agreement by the project managers.
 - b. If changes to the Scope of Services require an increase to the authorized funding level, an amendment to this Agreement shall be required.
- G. BGS has provided PDC with construction drawings and specifications prepared by Carleton Hart Architects for the tenant improvements and PDC has approved the plans. Any subsequent revisions or change orders to the plans must be approved by the Commission Project Manager prior to completion of the Work.

III. EFFECTIVE AND TERMINATION DATES

This Interagency Agreement shall be effective from September 19, 2001 through January 31, 2001, unless amended in writing.

IV. EARLY TERMINATION OF CONTRACT

This Agreement may be terminated by either party upon fourteen (14) days written notice. In the event of early termination of a project identified in Section I the Work shall cease promptly and a final billing request submitted within ninety (90) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the project's termination will be reimbursed.

V. COMPENSATION / ALLOWABLE COSTS

- A. PDC shall pay the Bureau of General Services a sum not to exceed \$68,272 for accomplishment of the Work identified in Section I above unless PDC has approved changes in the Work as defined in paragraph II.F. The Commission shall not be obligated for any costs in excess of this amount incurred by the Bureau of General Services unless the Commission has approved changes to the Work as defined in paragraph II.F. However, full payment to the Bureau of General Services shall not excuse the Bureau of General Services from completing the Scope of Services identified Section I.
- B. The Bureau of General Services may seek reimbursement from the Commission for the following costs, subject to the expenditure of these funds being for approved activities and within the authorized budget. In certain circumstances, the Commission Project Manager may authorize a prepayment of future expense obligations.

1. Direct Costs
 - a. BGS Project Management rate is \$70.30 per hour.
BGS Maintenance Mechanic rate is \$53.90 per hour.
 - b. Materials & Services — actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses where the expenditure is for carrying out an approved activity, and within the authorized budget.
 - c. Contracted Services — reimbursement for contracted professional or construction services in carrying out an approved Scope of Service activity, and within the authorized budget.
- C. Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this contract unless mutually agreed to in advance.

VI. BILLING AND PAYMENT PROCEDURE

- A. The Bureau of General Services shall submit to the Commission Project Manager for review and approval an itemized billing for work performed, at least monthly.
 1. In order to receive timely payment, interim billings must be received no later than forty (40) days following the end of a billing period.
 2. Final billings upon early termination of the Agreement need to be received within ninety (90) days of the date of termination. If no bill is received within this time period, the Commission will presume no work was done, close out the Agreement, and release budget authorization for any remaining balance for the Scope of Services.
- B. At a minimum, each billing shall include:
 1. a description of the nature and cost of work accomplished,
 2. the names, rates and hours worked of personnel,
 3. disbursements to consultants, contractors and outside vendors for materials and services; and
 4. any other specific detail or documentation as desired by the Commission Project Manager.
- C. If billings are received with incomplete information or disputed items, the Commission will advise BGS in writing what specific information is missing or disputed. The Commission will proceed to process payment for items not in dispute.

VII. CONTRACT MANAGEMENT

- A.** Commission — The Commission Project Manager ("PDC Project Manager") shall be Linda Andrews, or such other person as designated in writing by the PDC Deputy Executive Director. The PDC Project Manager is authorized to approve work and billings hereunder, to give notices and to carry out other Commission actions referred to herein, including termination of this Agreement as provided in Section IV above.
- B.** Bureau — The Bureau Project Manager ("Bureau Project Manager") shall be Rich Attridge, or such other person as designated in writing by the Bureau of General Services. The Bureau

Project Manager is authorized to approve work and billings hereunder, to give notices and to carry out other Bureau actions referred to herein, including termination of this Agreement as provided in Section IV above.

VIII. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

IX. INDEMNIFICATION

As between PDC and the Bureau, PDC will be responsible for any claims, demands, actions or suits arising from the Commission's work or any subcontractor performing the Commission's work under this Agreement. The Bureau will be responsible for any claims, demands, actions or suits arising from the Bureau's work or any subcontractor performing the Bureau's work under this Agreement.

X. SUBCONTRACTING

- A. Work under this Agreement shall not be subcontracted in whole or in part, without the written approval of the Commission Project Manager. The Bureau shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Bureau as specified in this Agreement. Notwithstanding approval by the PDC Project Manager of a subcontractor, the Bureau shall remain obligated for full performance hereunder, and the Commission shall incur no obligation to the subcontractor hereunder.
- B. Subcontractors approved by the Commission:
 - 1. Architect: Carleton Hart Architects
 - 2. General Contractor: Design Construction NW

XI. OWNERSHIP OF WORK PRODUCT / ASSIGNMENT OF PRODUCT RIGHTS

- A. Ownership of Work Product. Unless otherwise agreed to in writing by both parties, all work performed by the Bureau of General Services or subcontractors under this Agreement shall be considered work made for hire, and shall be the property of the Commission. Unless otherwise agreed to in writing by both parties, the Commission shall own any and all data, documents, plans, copyrights, specifications, working papers and other materials produced in connection with this Agreement. On completion or termination of this Agreement, these materials shall be delivered to the Commission Project Manager.
- B. Assignment of Product Rights. Unless otherwise agreed to in writing by both parties, the Bureau of General Services hereby assigns to the Commission all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from its work under this Agreement.

XII. DELIVERY / MAINTENANCE OF RECORDS

The Bureau of General Services shall maintain records on a current basis to support its billings to PDC. PDC or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Bureau of General Services regarding its billings or its work hereunder, for a period of three (3) years after completion or termination of

this Agreement.

XIII. MISCELLANEOUS PROVISIONS

- A.** The Bureau of General Services and PDC may amend this Agreement only in writing and by mutual consent.
- B.** This agreement contains the entire agreement between PDC and the Bureau of General Services for work to be performed for the project identified in Section I. It supercedes all prior written or oral discussions or agreements concerning work to be performed by either party for the projects identified herein.
- C.** When the Bureau of General Services is performing work for the Commission, the Bureau will employ its best efforts to meet or exceed PDC utilization goals for Emerging Small Businesses and Women and Minority owned businesses.
- D.** All direction that may impact project scope, budget scope, budget estimate to the General Contractor, Architect or other consultants shall be through and by BGS.

IN WITNESS WHEREOF, the City of Portland, through the Portland Bureau of General Services and the Portland Development Commission have executed this Agreement as of the date first written above.

CITY OF PORTLAND

By: _____
_____, Director
Portland Bureau of General Services

Date: _____

APPROVED AS TO FORM:

City Attorney

PORTLAND DEVELOPMENT COMMISSION

By: _____
Donald F. Mazziotti, Executive Director
Portland Development Commission

Date: _____

APPROVED AS TO FORM:

Legal Counsel

By:

Name: Vera Katz

Title: Mayor

Date:

By:

Name: Gary Blackmer

Title: City Auditor

Date:

END OF AGREEMENT