

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES  
CONTRACT NO. \_\_\_\_\_

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Beak Consultants hereafter called Contractor. The City's Project Manager for this contract Patrice Mango.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on ~~January 24~~, 2000.

March 20  
JLH

**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 \$40,779 for accomplishment of the work, including any allowable expenses.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 6.

=====

**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): Beak Consultants Incorporated

Address: 317 SW Alder Street Suite 800, Portland, Oregon 97204

Social Security #: \_\_\_\_\_

Federal Tax ID #: 930575709 State Tax ID #: \_\_\_\_\_ Business License # 194047

Citizenship: Nonresident alien \_\_\_ Yes \_\_\_ No

Business Designation (check one): \_\_\_ Individual \_\_\_ Sole Proprietorship \_\_\_ Partnership  
 \_\_\_ Limited Liability Co (LLC) \_\_\_ Estate/Trust \_\_\_  Corporation \_\_\_ 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:

GS / Office Manager      10/29/99  
Signature/Title      Date

=====

**CITY OF PORTLAND SIGNATURES**

Approved by Mayor or Commissioner: \_\_\_\_\_

Approved by Bureau Director: Dean Maurer      11/3/99  
Elected Official or Delegate      Date  
Bureau Director      Date

Approved by City Auditor: \_\_\_\_\_  
City Auditor      Date

Approved as to form  
by City Attorney:  
(Rev.8/99)      **APPROVED AS TO FORM**      11/1/99  
Office of City Attorney      Date  
Jeffrey L. Rogers  
**CITY ATTORNEY**

**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 \$19,296. 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: /\_\_\_/ Applicable / X/ Not 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 / X/ 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 / X/ 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.

**25. Accounting Information:**

City Contract Manager must complete the following:

Vendor Number \_\_\_\_\_

Description of work to be performed: BSA BILITIC ASSESSMENT IF STIMULATED PAYMENT.

GL Fund Number 151 Account 52100 Center Code 14532070 Amount 840,779

PTS: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Proj.    Org.    TW    CC

Project Manager *Patrick D. May* Phone: 823-5275

Notes to Buyer:

Payment terms Net 30 days unless otherwise indicated.

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

**Statement of the Work  
and  
Payment Schedule**

**SCOPE OF WORK  
PROGRAMMATIC BIOLOGICAL ASSESSMENT OF CITY OF PORTLAND  
NPDES MUNICIPAL STORMWATER PROGRAM**

**BACKGROUND:**

As part of the City of Portland's response to the Endangered Species Act (ESA), a Biological Assessment of the City's NPDES Municipal Stormwater Management Program is needed. The City plans to submit this program and assessment to the National Marine Fisheries Service (NMFS) for inclusion as an exemption in the Section 4(d) Rule for steelhead and chinook salmon listed under the federal ESA. A programmatic biological assessment will provide NMFS with the scientific basis for evaluating the stormwater program.

The City is currently in the last year of a five-year NPDES permit cycle and therefore this process needs to incorporate permit renewal issues as well as ESA Section 4(d) requirements. This scope of work does not include evaluation of the City's NPDES wastewater treatment plant permits. To incorporate any identified NPDES Stormwater programmatic modifications into the NPDES Municipal Stormwater Permit renewal process; all services must be completed no later than ~~January 10, 2000~~ *March 20, 2000*

**Task 1. Meet with city staff to establish the objectives and focus of the project and set project schedule.**

- Establish project focus, and develop project objectives, schedule, and milestones.

*City Role:*

- City will coordinate and facilitate the meeting. Staff from ESA and NPDES Stormwater Program will be present to provide information and assist with developing objectives and schedule.

*Work Product:* Memorandum defining goals, milestones, and schedule for the project to ensure completion of all services no later than January 10, 2000.

*Timeframe:* No later than November 9, 1999.

**Task 2. Review materials provided by the city, interview city staff and prepare recommendations.**

Review City of Portland NPDES stormwater program elements, including, but not limited to, Stormwater Management Plan, Stormwater Management Manual, Stormwater Maintenance Management Manual, Draft Erosion Control Manual, associated codes and recent code changes, NPDES Annual Compliance Reports, monitoring data, and other program related documents. Review should be based on biological needs of salmonids as well as effectiveness of stormwater elements. Identify program elements that are insufficient or lacking in fish protection with recommendations for improvement to attain a program that is "not likely to adversely affect" listed salmonid species.



**City Role:**

The City will provide:

- A prioritized contact list of staff to be interviewed
- Prioritized documents and information including, but not limited to, the Stormwater Management Plan, Stormwater Management Manual, Annual Compliance Reports, relevant sections of City code, monitoring data, and other programmatic information.

**Work Product:** A draft technical memorandum identifying NPDES Stormwater program elements, by BMP and task, that are insufficient or lacking in fish protection with recommendations for improvement to attain a program that is "not likely to adversely affect" listed salmonid species. This memo should provide recommendations for any modifications necessary for NPDES Municipal Stormwater permit renewal. The draft technical memorandum will be provided to City staff for review at least two full workdays prior to the review meeting (Task 3).

**Task 3. Meet with city staff to review NPDES Stormwater Program technical memorandum.**

Meet with City staff to review recommendations in the technical memo and to respond to comments from staff. In coordination with City staff, develop a strategy to address any elements recommended for modification to attain a program that is "not likely to adversely affect" listed salmonid species.

**City Role:** The City will provide comments on the draft memorandum to the contractor at the review meeting.

**Work Product:** 1) Meeting summary with agreed strategies and 2) one hard copy and one electronic copy (Word for Windows format) of the revised NPDES Stormwater Program technical memorandum incorporating City staff comments.

**Task 4. Prepare draft biological assessment for 4(d) process**

Prepare draft biological assessment in accordance with the standard NMFS format and content guidelines for presenting the findings of the above biological assessment technical memo. This document should use "The ESA and Local Governments: Information on 4(d) Rules" (National Marine Fisheries Service, May 7, 1999).

**Work Product:** Draft biological assessment of the City of Portland NPDES Stormwater Program.

**Task 5. Prepare final biological assessment.**

Incorporate City staff comments and revise draft as needed to produce final biological assessment.

**City Role:** Provide review comments to contractor. Reproduction of biological assessment.

**Work Product:** A camera ready copy of the final biological assessment and one electronic version in Word for Windows format. Figures will be provided in electronic format compatible with Bureau standards.

**Timeframe:** No later than ~~January 10~~, 2000.

Feb 10  
JKH

**PAYMENT SCHEDULE**

The City shall compensate the consultant for services based on the following payment schedule:

<u>Service</u>	<u>Shall Not Exceed</u>
Task 1	\$3,800
Task 2	\$12,702
Task 3	\$4,027
Task 4	\$14,453
Task 5	\$5,797

In no event shall the compensation exceed these amounts. This amount reflects full compensation including but not limited to all expenses for labor, materials, direct and indirect costs.

**CONTRACTOR PERSONNEL**

Contractor personnel are:

- Paul Whitney
  - Tim Fisher
  - Sean Meegan
  - Sarah Mabee
- Additional services provided by CH2M Hill

**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 farm 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:

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.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

10/29/99

**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 non-owned 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.

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.

5. Certificates of insurance. As evidence of the insurance coverage's 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 retention, and/or self-insurance.

**EXHIBIT D**

**PTE CONTRACT WORKSHEET**

**I. Nature of Contract**

Perform a Biological Assessment of NPDES Stormwater Program, including recommendation for NPDES Stormwater Permit renewal.

Project Manager and title Patrice Mango/Stormwater Program Manager;  
 Name of selected firm or individual Beak Consultants Inc.; total compensation \$40,779

Briefly describe contract services: Prepare a programmatic Biological Assessment of the City's NPDES Municipal Stormwater Program to provide National Marine Fisheries Service with the basis for evaluating the City NPDES Stormwater Program. The contractor will also provide recommendations for NPDES Stormwater Permit renewal.

**II. 3 Firms Contacted**

Please indicate if any of the firms were FBE or MBE. If MBE please indicate ethnicity (Black, Asian/American, Native American, Hispanic, Alaskan Aleut)

	<u>Firm 1</u>	<u>Firm 2</u>	<u>Firm 3</u>
<u>Firm</u>	<u>Beak/CH2M Hill</u>	<u>David Evans &amp; Assoc.</u>	<u>R2 Resources</u>
<u>Address</u>	<u>317 SW Alder</u>	<u>2828 SW Corbett</u>	<u>Redmond, WA.</u>
	<u>Portland, OR 970204</u>	<u>Portland, OR 97201</u>	<u>(425) 556-1288</u>
<u>Phone</u>	<u>503 248-9507/235-5022</u>	<u>503 223-6663...</u>	
<u>Owner</u>			
<u>Quote</u>	<u>\$42,846</u>	<u>\$42,494</u>	<u>Did not provide</u>
<u>Certified</u>			
<u>Ethnicity</u>			
<u>Date</u>	<u>9/03/99</u>	<u>9/03/99</u>	<u>9/03/99</u>
<u>Contacted</u>	<u>Ken Carlson</u>	<u>Dan Heagerty</u>	<u>Dudley Reiser</u>

\* See attached explanation

**III. Other Information**

- a. If you did not contact an MBE or FBE, briefly state why not. To meet the tight timeframe necessary to meet NPDES Stormwater permit renewal deadlines, only firms with experience in programmatic ESA Biological Assessments were contacted.
- b. If you utilized a selection committee to choose your contractor, please list their names and affiliation. Mary Abrams/ESA Program, Steve Kucas/Water Bureau, Chris Prescott/ESA Program, Patrice Mango/BES NPDES Stormwater Program
- c. If you have awarded other contracts within the past 12 months to the same firm, please list: Date(s) \_\_\_\_\_; total compensation \_\_\_\_\_; briefly describe contract services.

**PTE CONTRACT WORKSHEET (cont'd.)  
For BES Use Only**

**IV. SELECTED PRIME CONTRACTOR AND SUBCONTRACTORS**

List Contractor/Subcontractors	MBE?	FBE?	ESB?	Contract Amount	% of Total	Begin-End Dates
Prime: Beak Consultants, Inc.				20,098	49 51	
Sub: CH2M Hill, Inc.				20,680		
Sub:						
Sub:						
<b>TOTALS:</b>						

**V. Fiscal year-to-date value of professional services issued by your group: \$**

Percent of that value issued to:

MBE contractors: \_\_\_\_\_ %  
 FBE contractors: \_\_\_\_\_ %  
 ESB contractors: \_\_\_\_\_ %

**VI. APPROVAL PROCESS**

**NOTE:** All contracts require Group Manager's approval prior to proceeding. No work shall be performed by the contractor until the contract is fully executed.

I hereby certify that:

1. The proposed contract is consistent with the work-plan.
2. There are sufficient funds in the budget for this contract.
3. The selection process was performed in accordance with applicable administrative rules and regulations.

Signature/Date

1. Project Manager: Robert J. Myers 11/2/99
2. Division Manager: [Signature] 11-2-99
3. Group Manager: Rebecca A. Keady 11/2/99

174049

## CERTIFICATE OF INSURANCE

Marsh Canada Limited  
70 University Avenue  
Suite 800  
Toronto, Ontario M5J 2M4  
Telephone (416)868-2600

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies scheduled herein. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liability of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time. Limits shown may have been reduced by paid claims and may have high deductibles or retentions.

## Name and address to whom issued

City Of Portland,  
Bureau Of Environmental Services  
1120 S.W. 5th Ave Room 100  
Portland, OR 97204 - 1912  
Attn: Chris Prescott

## Name and address of insured

Beak Consultants Inc.  
317 S.W. Alder Street  
Suite 800  
Portland, Oregon  
97204-2583

Type of Insurance	INSURER	POLICY NUMBER	EXPIRATION DATE	COVERAGES	Limits of Liability
CONSULTANTS ENVIRONMENTAL LIABILITY	RELIANCE INSURANCE COMPANY	TPL0003382	JUNE 30, 2000	EACH CLAIM/EACH AGGREGATE	\$1,500,000.00
Project: #74082					

APPROVED AS TO FORM

*Jeffrey L. Rogers*  
CITY ATTORNEY

Marsh  
Portland, Oregon

OCT 27 1999

RECEIVED

**CANCELLATION:** Should any of the above described policies be cancelled before the expiration date thereof, the Insurer(s) will endeavour to mail -30- days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon either the Insurer(s) or Marsh Canada Limited

Issued at: Toronto, Ontario

Date: October 20, 1999  
BEAK99-49 REVISED

MARSH CANADA LIMITED

By: *Murray Kammer*  
Murray Kammer



# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
0001002-00212

<b>PRODUCER</b> Marsh USA Inc. 111 S.W. Columbia Portland, OR 97201  Cheri L. Summerton, ACSR      (503) 412-3887	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.
<b>COMPANIES AFFORDING COVERAGE</b>	
<b>INSURED</b> Beak Consultants, Inc. 317 SW Alder Street, Suite 800 Portland, OR 97204	COMPANY <b>A</b> THE AMERICAN INSURANCE CO.  COMPANY <b>B</b> FIREMAN'S FUND INSURANCE CO.  COMPANY <b>C</b>  COMPANY <b>D</b>

**COVERAGES**  
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A B	<b>GENERAL LIABILITY</b>	MXX80737163	6/30/99	6/30/00	GENERAL AGGREGATE      \$ 2,000,000
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	MXI80377814	6/30/99	6/30/00	PRODUCTS - COMP/OP AGG      \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY      \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE      \$ 1,000,000
	<input checked="" type="checkbox"/> <i>Loggers Broad Form</i>				FIRE DAMAGE (Any one fire)      \$ 1,000,000
	<input type="checkbox"/> <i>Property Damage</i>				MED EXP (Any one person)      \$ 10,000
	A	<b>AUTOMOBILE LIABILITY</b>	MXX80737163	6/30/99	6/30/00
<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)      \$
<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)      \$
<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE      \$
<input checked="" type="checkbox"/>	HIRED AUTOS				AUTO ONLY - EA ACCIDENT      \$
<input checked="" type="checkbox"/>	NON-OWNED AUTOS				OTHER THAN AUTO ONLY:      \$
	<b>GARAGE LIABILITY</b>				EACH ACCIDENT      \$
<input type="checkbox"/>	ANY AUTO				AGGREGATE      \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE      \$
<input type="checkbox"/>	UMBRELLA FORM				AGGREGATE      \$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM				
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC80815766	6/30/99	6/30/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT      \$ 500,000
	OTHER				EL DISEASE - POLICY LIMIT      \$ 500,000
					EL DISEASE - EA EMPLOYEE      \$ 500,000

**APPROVED AS TO FORM**  
*Jeffrey L. Rogers*  
**CITY ATTORNEY**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS**  
 City of Portland, Bureau of Environmental Services is included as an Additional Insured under the General Liability policy, as respects to operations performed by or on behalf of the Named Insured. RE: Project 74082.

<b>CERTIFICATE HOLDER</b>  City of Portland, Bureau of Environmental Services Chris Prescott 1120 SW 5th Ave., Room 1000 Portland, OR 97204-1912	<b>CANCELLATION</b> SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.  Marsh USA Inc. BY: <i>Cheri L. Summerton</i>
---	---

(\* 10 DAYS FOR NON-PAYMENT)

17 4049

## ORDINANCE No.

\* Contract with Beak Environmental Specialists and CH2M HILL to evaluate the National Pollutant Discharge Elimination System Municipal Stormwater Program for fisheries impacts (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland holds an National Pollutant Discharge Elimination System Municipal Stormwater Permit (NPDES Permit) to address non-point source water quality and quantity impacts. The City is currently in the last year of the first five-year NPDES permit cycle. To renew the permit, a reapplication is due to the Oregon Department of Environmental Quality on March 1, 2000. The Bureau of Environmental Services has lead responsibility for implementing the conditions of the NPDES Permit and managing stormwater runoff. Urban stormwater runoff can negatively impact fish by degrading water quality and destroying habitat. Water quality effects from stormwater runoff pose a significant concern for fish conservation and recovery.
2. On July 22, 1998 City Council adopted Resolution 35715 to respond to the Endangered Species Listing of Lower Columbia Steelhead. This Resolution calls for a coordinated, programmatic response to the Endangered Species Act (ESA) listing. Because stormwater runoff is a significant factor for fish recovery, a programmatic biologic evaluation of the City's NPDES Municipal Stormwater Program will assist the City in modifying the NPDES permit to ensure activities do not adversely impact fish and fish habitat. The City also plans to submit this program and biologic documentation to the National Marine Fisheries Service (NMFS) for inclusion as an exemption in the Section 4(d) Rule for steelhead and Chinook salmon listed under the federal ESA. A programmatic biological assessment will provide NMFS with the scientific basis for evaluating the NPDES stormwater program.
3. The established cost is \$40,779. Funds are available in the Sewer System Operating Fund, FY 1999-2000 Budget, Bureau of Environmental Services, Center Code 145-32-070, Account No.521000

NOW, THEREFORE, the council directs:


- a. The Commissioner of Public Affairs and Auditor are authorized to execute a contract with Beak Environmental Specialists and CH2M HILL for the purpose described in Section 1, in the amount of \$40,779.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the Sewer System Operating Fund Budget when demand is presented and approved by the proper authority.

Section 2. The Council declares that an emergency exists because the NPDES Stormwater Permit renewal is time critical. The permit renewal is due March 1, 2000. An evaluation of present stormwater activities relative to fisheries impacts is needed to ensure activities do not adversely impact fish. Therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **JAN 05 2000**  
Commissioner Dan Saltzman

Patrice D. Mango  
December 16, 1999  
145 32 020/521000 - ord

**Gary Blackmer**  
Auditor of the City of Portland

By   
Deputy

**ORDINANCE NO. 174049**

Title

\* Contract with Beak Environmental Specialists and CH2M HILL to evaluate the National Pollutant Discharge Elimination System Municipal Stormwater Program for fisheries impacts (Ordinance)

<p>INTRODUCED BY</p> <p>Dan Saltzman, Commissioner of Public Affairs</p>	<p>DATE FILED:</p> <p align="center"><b>DEC 30 1999</b></p> <p align="center">Gary Blackmer Auditor of the City of Portland</p>
<p>NOTED BY COMMISSIONER</p> <p>Affairs <i>Dan Saltzman</i></p> <p>Safety</p> <p>Utilities</p> <p>Works</p>	<p>By: <u><i>Cay Kershner</i></u> Deputy</p> <p>For Meeting of: _____</p>
<p>BUREAU APPROVAL</p> <p>Bureau: Environmental Services</p>	<p><b>ACTION TAKEN:</b></p>
<p>Prepared by      Date Patrice Mango December 15, 1999</p>	
<p>Budget Impact Review:</p> <p><input checked="" type="checkbox"/> Completed      <input type="checkbox"/> Not Required</p>	
<p>Bureau Head: Dean C. Marriott, Director</p>	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
			YEAS	NAYS
Consent <input checked="" type="checkbox"/> Regular	Francesconi	Francesconi		
NOTED BY	Hales	Hales		
City Attorney	Saltzman	Saltzman		
City Auditor	Sten	Sten		
City Engineer	Katz	Katz		