

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES** 174057  
**CONTRACT NO.** \_\_\_\_\_

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Daniel C. Smith and Associates (DSA) / Vitetta, hereafter called Contractor. The City's Project Managers for this contract Mike Palmer, Loss Control Manager, Bureau of Police and Karen Kramer, Facilities Manager, City of Portland.

**Effective Date and Duration**

This contract shall become effective on November 30, 1999 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on June 30, 2000.

**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 \$80,000 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 - 4.

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): Daniel C. Smith and Associates (DSA) / Vitetta  
Address: 2150 Capitol Avenue, Suite 210, Sacramento, CA 95816  
Social Security #: \_\_\_\_\_  
Federal Tax ID #: 23-2509651 State Tax ID #: N/A Business License # 649571  
Citizenship: Nonresident alien \_\_\_ Yes x No  
Business Designation (check one): \_\_\_ Individual \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Limited Liability Co (LLC)  
\_\_\_ Estate/Trust x 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: Daniel Smith; Director, 11/30/99  
Signature/Title Date

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**CITY OF PORTLAND SIGNATURES**

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

Elected Official or Delegate Date

Approved by Bureau Director: \_\_\_\_\_

Bureau Director Date

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

City Auditor Date

Approved as to form by City Attorney: \_\_\_\_\_

**APPROVED AS TO FORM**  
Jeffrey L. Rogers, 1/3/00  
Official Name Date

(Rev. 8/99)

**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. The Project Manager may agree to and execute an amendment up to 25% of the original contract amount 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.

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

**Scope of the Work**

**Phase 1: Project Start-Up, Facilities Evaluation, Service Demand and Staff Projections**

1. Hold initial meeting with the city project team to: a) further clarify project issues and processes, b) present list of data and information needs; and c) determine an interview and facility tour schedule. Collect data to assist in determining scope of workload.
2. Quantify Bureau's existing facilities and sites in terms of space utilization, functionality, physical condition, and life-span. Collect available building and site plans, related real-estate data and maintenance records. Conduct interviews with department staff and tour all facilities. Conduct space inventory of existing police facilities to assess and determine functional adjacencies and internal physical circulation.
3. Develop projections of service demand in terms of dispatched calls for service (CFS), aggregated by the existing precincts. This task will be accomplished by correlating a selected historical rate of calls for service per capita to projected population increases. The Portland Police Bureau (PPB) provides the Contractor with all necessary historical CFS data and Metro-generated population data aggregated by patrol district.
4. Develop bureau-wide staffing projections based on applying selected historical staff to population ratios to projected population increases. These projections will be provided in 5-year planning increments through the year 2020.
5. Analyze the cost effectiveness of the existing precinct configuration. Factors to consider include; total population served, projected calls for service, size of geographical area, and time to deployment, alignment with neighborhood and geographical boundaries, and command and control considerations. Develop up to three alternative precinct futures for consideration by management. Document selected future both statistically in terms of: a) dispatched CFS; b) square miles served; and c) number of staff, patrol districts, and neighborhoods.

**Phase 1 Deliverables:** The Consultant will provide: calls for service projections; macro-level staff projections, and a facilities evaluation report. These deliverables will include spreadsheet data, graphs, AutoCAD drawings and accompanying narrative. All of the items will be assimilated into MS Word documents.

**Phase 2: Facilities Requiring Detailed Programming**

1. Detailed facilities and site programs will be developed for the following facilities: Property Evidence Control; Traffic Operations; Public Safety Training Academy (PPB requirements only); and, a prototypical new precinct station (Police Bureau requirements only). It is assumed that these four facilities will be developed at new sites. If any of the new precinct stations or the Training Academy are combined with, or will include other non-PPB agencies, then those associated task will be negotiated as an addendum to this contract, or as a separate contract.
2. For the above listed facilities the Contractor will develop a detailed building program which will list in five year planning increments: quantities and square footage requirements of staff by function and classification, associated workstations, equipment, and all special-use areas. The combined total square footage will then be "grossed-up" to account for building core and code required elements. This process will yield the estimated total gross square footage for the facility.

3. The Contractor will develop detailed site programs for the above listed facilities which will provide: a) the square footage of the building footprint and all ancillary structures; b) all parking requirements (categorized by visitors, bureau vehicles, staff vehicles, and special vehicles) and associated square footage needed; and, c) space required for pedestrian and vehicle circulation, building aprons, landscaping, and required setbacks.
4. The Contractor will provide conceptual cost estimates for each subject facility. The estimates will quantify both "hard" cost (construction cost) and "soft" cost (fees for design, construction administration and management, environmental testing fees, and furniture, fixtures, and equipment (FF & E). Hard cost will be estimated by applying an average cost per square foot figure. Each soft cost line item will be calculated as a percentage of the construction cost, with the exception of FF & E.

**Phase 2: Deliverables:** The Consultant will provide detailed facilities and site program requirements for each of the subject facilities and associated conceptual cost estimates. These deliverables will include spreadsheet data, graphs, conceptual drawings, and accompanying narrative, all of which will be assimilated into MS Word documents.

### **Phase 3: Other Facilities Programming**

1. For the facilities listed below, the Contractor will quantify the amount of additional space, staff, and equipment that will be required, based on the results of the service demand projections and interviews with bureau staff. The net additional spatial needs will then be compared to the space utilization findings developed through the Consultants facilities evaluation conducted in Phase 1. The Consultant will then recommend a general facilities and site plan which will entail any one, or combination of the following approaches: renovation, expansion, or entirely new construction. The selected approach will be determined by a) an evaluation of the cost and feasibility of bringing the subject facilities up to modern standards, b) the capacity and functionality of each facility to meet long-term program requirements; c) conformance to the long-term precinct plan; and, d) the comparative total cost of implementation versus other alternatives. The Contractor will also develop a conceptual cost estimate for each facility and generate it in the same format as that described under Phase 2. These facilities include: a) existing precinct stations that are anticipated to be retained by the City through the planning horizon of this study; b) Mounted Patrol; c) Rivergate Vehicle Storage Facility, and, d) the Air support hanger. It is anticipated that the Hazmat Storage facility will be combined with the new Property Evidence Storage Facility.
2. For all functions that should remain at the Justice Center, the Consultant will provide a macro-level program of future spatial needs. This program will be developed by: a) determining the existing space utilization of the building by functional area in terms of average net square feet occupied per person, b) adjusting this figure to account for any over or under-utilized space; and, c) applying the resulting adjusted average square footage per person figure to projected staff increases. Adjustments to the baseline average square foot per person figure will also be made to take into account any functional areas of special equipment that either are/or will be needed, but currently do not exist. The Consultant will then re-stack and block all PPB occupied floors of the building as appropriate. The Contractor will also provide a conceptual cost estimate for each facility in the same format as described under Phase 2.

If there is insufficient capacity at the Justice Center to accommodate all necessary functions, then the Consultant will provide recommendations for which functions should relocate off-site and provide a detailed building and site program(s) (up to three), as well as conceptual cost estimates per Phase 2 above.

**Phase 3: Deliverables:** The Consultant will provide facilities and site program requirements for each of the subject facilities and associated conceptual cost estimates. These deliverables will include spreadsheet data, graphs, conceptual drawings, and accompanying narrative, all of which will be assimilated into MS Word documents.

**Phase 4: Final Documentation**

1. The Consultant will produce a final draft of the Facilities Master Plan for City review and comment, followed by ten copies of the final Master Plan document.
2. The Consultant will provide one presentation to City Council.

**Phase 4: Deliverables:** Draft and Final Master Plan will be a formal bound report in MS Word format. The presentation to City Council will be in the form of MS Powerpoint presentation.

**Compensation**

The City shall pay the Contractor a sum not to exceed \$80,000 for accomplishment of the work, including any allowable expenses.

**Billing and Payment Procedure**

Billing will be based on successful completion of each of the four phases of the scope of work. Each phase reflects one quarter of the total project. Therefore, the successful completion of each phase represents one quarter of the contract amount.

Phase 1, due on or before January 1, 2000. Payment amount; \$20,000.

Phase 2, due on or before February 15, 2000. Payment amount; \$20,000.

Phase 3, due on or before April 1, 2000. Payment amount; \$20,000.

Phase 4, due on or before May 1, 2000. Payment amount; \$20,000.

Within thirty (30) days after receipt of the bill, provided the Project Manager has certified the payment as due, the City shall pay the amount certified to the Contractor. The Project Manager's certification of a payment as due, shall not prevent the Project Manager from later determining that the certification was in error.

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  
owner: **Verder Construction Inc.**

Signature **David Smith** Date **12/17/99** Signature **David Smith** Date **12/17/99**  
Entity Name and Full Street Address **Verder Construction Inc. 10000 1st Avenue NE, Everett, WA 98203**

**SECTION B**  
OMB 078-008 Independent contractor standards. As used in various portions of OMB Chapter 316, 526, 637, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services on 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 manner 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 commercial business registrations or professional occupational 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 review;

Project Manager Signature

Date

**SECTION C**  
Independent contractor working under the following standards:

1. The individual or business entity providing labor or services is registered under OMB Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or Form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services on an independent contractor in the previous year; and
3. The individual or business entity represents in the public that the labor or services are to be provided by an independently established business. Example when an individual or business entity files a Schedule F as part of the personal income tax return 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 five or more of the following circumstances exist. Contractor check five 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 period of the calendar, which pertains to set rules to the location of the business;
- B. Commercial advertising or business cards are to accompany in operating another business are purchased for the business, or the individual or business entity has a trade association membership;
- C. Third-party billing and service are used for the business that is separate from the personal residence (billing and service used by an individual who performs the labor or service);
- 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 carries financial responsibility for deductive workmanship or the services not provided as evidenced by the carrying of performance bonds, warranties, liens and various licenses or liability insurances relating to the labor or services to be provided.

Contractor Signature

Date



## 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).

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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:

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3.  Required and attached or Waived by City Attorney : \_\_\_\_\_

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

- 
4.  Required and attached or Waived by City Attorney : \_\_\_\_\_

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

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/05/99

**PRODUCER**  
Commerce National/Cherry Hill  
1701 Rt. 70 East  
P.O. Box 2060  
Cherry Hill, NJ 08034

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

**INSURED**  
Daniel C. Smith and Associates, a member of Vitetta Group  
2150 Capitol Avenue, Suite 210  
Philadelphia, PA 19130

INSURER A: United Pacific Insurance Co.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PB3019122	05/23/99	05/23/00	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	QA3019122-ALL QA3019124-TX QA3019123-VA	05/23/99 05/23/99 05/23/99	05/23/00 05/23/00 05/23/00	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
City of Portland, its agents, officers and employees are named Additional Insured, under the insured's general liability coverage, with respect to work performed by the insured for the project known as City of Portland, Portland Policy Bureau Master Plan, Job #9619.00.

<b>CERTIFICATE HOLDER</b> Portland Police Bureau, Attn: Michael Palmer, Project Manager 1111 S.W. 2nd Avenue Portland, OR 97204	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>John P. Morrison</i>
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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)  
11/05/99

**PRODUCER**  
Commerce National/Cherry Hill  
1701 Rt. 70 East  
Box 2060  
Cherry Hill, NJ 08034

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Daniel C. Smith and Associates, a member of Vitetta Group, Inc.  
2150 Capitol Avenue, Suite 210  
Sacramento, CA 95816

INSURER A: CNA  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Architects/ Engineers Prof.	AEN006086422	05/23/99	05/23/00	\$3,000,000 Per Claim/ Aggregate

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

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
Certificate issued to evidence proof of the above coverage with respect to work performed by the insured for the project known as City of Portland, Portland Police Bureau Master Plan, Job #9619.00.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Portland Police Bureau, Attn: Michael Palmer, Project Manager 1111 S.W. 2nd Avenue Portland, OR 97204		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James P. Morrison</i>

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

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12/17/1999 17:00 316448888/

CITY OF  
**PORTLAND, OREGON** P 311  
BUREAU OF LICENSES  
1900 S.W. Fourth Avenue, Room 40  
Portland, Oregon 97201-5304

USA/VG  
**LICENSE ENCLOSED**



PAGE 03  
U.S. POSTAGE  
00243  
METER 679796

PRESORTED  
FIRST CLASS

**DANIEL C SMITH & ASSOCIATES/VITETTA**  
2150 CAPITOL AVE, SUITE #210  
SACRAMENTO CA 95816

174057

AUTO 8814



**Bureau of Licenses**  
1900 SW Fourth Avenue Suite #40  
Portland, Oregon 97201-5304

**City of Portland Business License**

Date: 12/13/1999  
Account: 649571  
License Expires: 10/31/00

Phone: (503) 823-5157 FAX: (503) 823-5192 TDD: (503) 823-6868

Licensee: **DANIEL C SMITH & ASSOCIATES/VITETTA**  
2150 CAPITOL AVE, SUITE #210  
SACRAMENTO CA 95816

Location: 2150 CAPITOL AVE SUITE #210  
SACRAMENTO CA 95816

Is licensed to do business in the City of Portland, Oregon  
Renewal required within 30 days after expire date

Purpose of License: City of Portland, business license fees are for revenue purposes only. Possession of a business license does not entitle the licensee to carry out any business not in accordance with all the requirements of the code of the City of Portland and all other applicable laws and regulation. Checks accepted subject to payment.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/05/99

**PRODUCER**  
 Commerce National/Cherry Hill  
 1701 Rt. 70 East  
 P.O. Box 2060  
 Cherry Hill, NJ 08034

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### INSURERS AFFORDING COVERAGE

**INSURED**  
 Daniel C. Smith and Associates, a  
 member of Vitetta Group, Inc.  
 2150 Capitol Avenue, Suite 210  
 Sacramento, CA 95816

INSURER A: **United Pacific Insurance Co.**  
 INSURER B: **Reliance National Insurance Company**  
 INSURER C:  
 INSURER D:  
 INSURER E:

### COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-PORT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/CP AGG \$
<b>A AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	QA3019122-ALL QA3019124-TX QA3019123-VA	05/23/99 05/23/99 05/23/99	05/23/00 05/23/00 05/23/00	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>B WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	QZ3019122	05/23/99	05/23/00	WC STATE POLY LIMIT \$ POLY PER \$ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 City of Portland, its agents, officers and employees are named Additional Insured, under the insured's general liability coverage, with respect to work performed by the insured for the project known as City of Portland, Portland Police Bureau Master Plan, Job #9619.00.

**CERTIFICATE HOLDER**  
 Portland Police Bureau, Attn:  
 Michael Palmer, Project Manager  
 1 S.W. 2nd Avenue  
 Portland, OR 97204

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*James P. Mariani*

174057

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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174057

ORDINANCE NO.

\* Agreement with Daniel C. Smith and Associates for facility master plan services for an amount not to exceed \$80,000 (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland, Bureau of Police has need for planning services associated with their facilities master plan for the next 5 years.
2. The contract shall become effective on the date every party has signed this contract and shall expire, unless otherwise terminated or extended, on June 30, 2000.
3. The contractor will provide: calls for service projections; macro-level staff projections, and a facilities evaluation report.
4. The Consultant will provide detailed facilities and site program requirements for each of the subject facilities and associated conceptual cost estimates.
5. The Consultant will provide detailed facilities and site program requirements for each of the subject facilities and associated conceptual drawings, and accompanying narrative.
6. The Consultant's draft and Final Master Plan will be a formal bound report in MS Word format. The presentation to City Council will be in the form of MS Powerpoint presentation.
7. The Project Manager may agree to and execute an amendment up to 25% of the original contract amount on behalf of the City.

NOW, therefore, the Council directs:

- a. The Mayor and the Auditor are authorized to execute an agreement with Daniel C. Smith and Associates attached as Exhibit A, to participate in a contract with the City of Portland, Bureau of Police.

Section 2. The Council declares that an emergency exists because delay in the enactment of this Ordinance would cause delay in the start of this project; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by Council: JAN 12 2000

Mayor Vera Katz  
Mike Palmer  
January 4, 2000

Gary Blackmer  
Auditor of the City of Portland

By Britta Olson

Deputy

26

Agenda No.

174057

ORDINANCE NO.

Title

\* Agreement with Daniel C. Smith and Associates for facility master plan services for an amount not to exceed \$80,000 (Ordinance)

INTRODUCED BY	Filed: <b>JAN 07 2000</b>
Mayor Vera Katz	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	
Finance and Administration <i>Vera Katz</i>	By: <u><i>Clay Kinsman</i></u> Deputy
Safety	For Meeting of: _____
Utilities	
Works	ACTION TAKEN:
BUREAU APPROVAL	
Bureau: Police	
Prepared by Date	
Elizabeth Urbana 1/4/00	
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Bureau Head <i>Mark Kroeker</i> MARK A. KROEKER, Chief of Police	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
			YEAS	NAYS
<b>Consent</b>	Regular	Francesconi		
NOTED BY		Hales		
City Attorney		Saltzman		
City Auditor		Sten		
City Engineer		Katz		