

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
CONTRACT NO. _____

Cay Kershner

174073

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Sundeleaf & Associates, Inc. hereafter called Contractor. The City's Project Manager for this contract is Brad Blake.

Effective Date and Duration

This contract shall become effective the date on which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on December 1, 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 \$30,000 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.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Sundeleaf & Associates, Inc.
 Address: P.O. Box 82938, Portland, OR 97282
 Social Security #: _____
 Federal Tax ID #: 93-1012180 State Tax ID #: _____ Business License # _____
 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:

W. C. DeLoach PRESIDENT 12/17/99
 Signature/Title Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:

_____	_____
Elected Official or Delegate	Date

Approved by Bureau Director:

<i>Michael R. ...</i>	1-4-00
_____	_____
Bureau Director	Date

Approved by City Auditor:

_____	_____
City Auditor	Date

Approved as to form
by City Attorney:
(Rev.11/98)

APPROVED AS TO FORM
Jeffrey L. Rogers

 City Attorney
CITY ATTORNEY

1/4/00

Date

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

174073

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 subconsultants, 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 reperform 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 L. 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

) 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 \$19,007. 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: /X_/ Applicable /___/ Not Applicable

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

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

**Statement of the Work
and
Payment Schedule**

Contractor shall complete all work as stated in their letter of December 8, 1999, attached to this document as EXHIBIT A-1.

Contractor shall submit an invoice to the Project Manager, at the end of each month for work completed during that month. Within thirty days of the Project Manager's approval, the City will pay each invoice to the Contractor with the total cost of this project not to exceed \$30,000 unless a change order has been issued prior to termination of the Contract.

The following Contractor personnel shall complete the work stated in EXHIBIT A-1:

Mary Iverson
Joan Cainan
Jean Richer

D. COST INFORMATION

1. Coordinate cost estimating.

E. FURNITURE & FINISHES

1. Determine interior architectural finishes.
2. Assemble furniture options and accessories.
3. Determine existing furniture to be reused.
4. Prepare finishes for client review.

F. MISCELLANEOUS

1. Inventory existing furniture to be reused.
2. Attend meetings and conduct presentations.
3. Coordinate and maintain computer-aided drafting files.
4. Supervise installation of the project
5. Punchlist job after completion.
6. Assist in obtaining the permit

Hourly Rates:

Interior Director: \$49.40 per hour
 Computer Drafter: \$45.00 per hour

Project budget is as follows:

Sundeleaf and Assc. (Planning and design)	\$25,000.00
MFIA (Mechanical and Plumbing design)	\$ 3,000.00
<u>Architectural Cost Consultants and misc. expenses</u>	<u>\$ 2,000.00</u>
Total:	\$ 30,000.00

These estimates are based on previous experience and may vary should the scope of the project change. We keep an accurate accounting of our hours, billing only for those hours accrued during the monthly billing period. If the project takes less time than estimated, your bill will reflect the actual time spent. If the scope of the project changes or increases, we will notify you prior to completing the work. We send itemized statements for services rendered at the end of each month, and our terms are net 30 days.

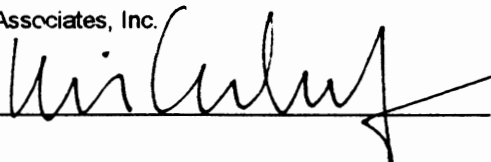
If this proposal meets with your approval, please sign and return a copy of this document to our office. We look forward to the successful completion of your project.

Thank you.

Sincerely,

Kerrie Sundeleaf, IIDA
 President
 Sundeleaf & Associates, Inc.

APPROVED

 DATE 12/8/99

December 8, 1999

City of Portland
Bureau of Water Works
1120 SW Fifth Avenue, Room 1204
Portland, OR 97204-1985

ATTN: BRAD BLAKE

RE: Interior Planning Services
Project completion: February 2000

Dear Brad:

Below we have itemized our services for the project.

I. OUTLINE OF WORK TO BE PERFORMED

Areas to include:

112 cubicles – office and support
23 hard wall offices

Support Areas: Conference/Resource Room
Training Room
Lunch Room
Copy/Storage
Set-Up Room
LAN Room
Reception Areas

A. PLANNING

1. Provide studies of alternative layouts for the cubicles, reception area, and mail room.
2. Develop reflected ceiling and electrical/data plans.
3. Conduct interviews for private offices and cubicles.
4. Coordinate mechanical and plumbing design.

B. DRAWINGS & DIAGRAMS

1. Produce schematic and detailed furniture plans.
2. Prepare construction documents.
3. Construct accurate as-built plans.

C. SPECIFICATIONS

1. Provide interior architectural specifications for bid documents.
2. Verify standards with owner.

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 [Handwritten Signature] Date 12/17/99 Entity PRESIDENT

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 [Handwritten Signature] Date 12/17/99

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 [Handwritten Signature] Date 12/17/99

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. X 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 : X

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 : X

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)
 12/22/1999

ISSUER
GURNSEY & ASSOCIATES
 SE 102ND AVE, P O BOX 33258
 PORTLAND OR 97292-3258
 (503) 256-4990
 NAMED
SUNDELEAF & ASSOCIATES INC.
 PO BOX 82938
 PORTLAND, OR 97282

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

- INSURER A: **FIRST NATIONAL INSURANCE COMPANY**
- INSURER B: **SAIF CORPORATION**
- INSURER C: **SAFECO INSURANCE COMPANY**
- 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
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROD. <input type="checkbox"/> LOC	CP8528471D	06-27-99	06-27-00	EACH OCCURRENCE: \$1,000,000 FIRE DAMAGE (Any one loss): \$100,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$1,000,000
AUTOMOBILE LIABILITY <input 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	CP8528471D	06-27-99	06-27-00	COMBINED SINGLE LIMIT (Bx combined): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per occurrence): \$ MED EXP (Per accident): \$
BISSAGE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Bx combined): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per occurrence): \$ MED EXP (Per accident): \$
EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE: \$10,000 RETENTION: \$10,000	UL8528471A	06-27-99	06-27-00	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	C504383R132	01-01-00	12-31-00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE - EA EMPLOYEE: \$500,000 E.L. DISEASE - POLICY LIMIT: \$500,000
OTHER				

APPROVED AS TO FORM
Jeffery L. Rogers
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THE CITY OF PORTLAND, AND ITS AGENTS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSURED BUT ONLY WITH RESPECT TO THE INSURED'S SERVICES TO BE PROVIDED.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

City of Portland
 1120 SW 5th Room 601
 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 NEARBY TO THE LIMIT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Carol M. Bark

ORDINANCE No. 174073

*Authorize a sole source contract with Sundeleaf & Associates, Inc. for \$30,000 to complete space planning, authorize transfer of funds and authorize payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

~ ~

1. The Water Bureau has been working with Sundeleaf & Associates, Inc. and Edelman Associates to plan for the most efficient and workable space configurations for the Bureau sixth floor space.
2. Sundeleaf & Associates, Inc. has proven to have the necessary expertise and knowledge to provide the necessary space planning which includes drawings, diagrams, architectural specifications, space and furniture layouts, and other miscellaneous items for the Bureau.
3. The Water Bureau desires to contract with Sundeleaf & Associates, Inc. as a sole source provider to complete the balance of the work necessary for the sixth floor space plan, so that the Bureau's work schedule for this project is maintained.

NOW, THEREFORE, The Council directs:

- a. That the Commissioner of Public Works and Auditor are authorized to execute on behalf of the City a sole source contract, attached as Exhibit A, with Sundeleaf & Associates, Inc. to complete the space plan for the Water Bureau's sixth floor at a cost of \$30,000
- b. Funding for this project is included in the bureau's FY1999-2000 budget.
- c. The Mayor and Auditor are authorized to draw and deliver checks payable to Sundeleaf & Associates, Inc. in accordance with the agreement referred to herein when demand is presented and approved by the proper authorities, chargeable to Center Code 18089914, project 3092.
- d. The Bureau Administrator is hereby authorized to execute change orders to increase the cost of the contract by up to 25-percent of the original amount and to extend contract completion time as required.

Section 2. The Council declares that an emergency exists because a delay in this project would unnecessarily delay the implementation of workable and efficient space use; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council,

JAN 12 2000

Commissioner Sten:LO
ORD:
CENTER

GARY BLACKMER
Auditor of the City of Portland
By

Britta Olson Deputy

ORDINANCE NO. **174073**

Title

* Authorize a sole source contract with Sundleaf & Associates, Inc. for \$30,000 to complete space planning, authorize transfer of funds, and authorize payment. (Ordinance)

INTRODUCED BY	DATE FILED: JAN 07 2000
Commissioner Sten	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	By: <u>Cay Kerchner</u> Deputy
Affairs	
Finance and Administration	
Safety	
Utilities	
Works Commissioner Sten <i>EKS/RM</i>	
BUREAU APPROVAL	For Meeting of: _____
Bureau: Water Works	ACTION TAKEN:
Prepared by Date Liz Osmond Dec. 8, 1999	
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Bureau Head: <i>MM</i> Michael F. Rosenberger, Administrator	

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