

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

SHORT TITLE OF WORK PROJECT: Grey-to-Green Urban Canopy Project

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Friends of Trees, hereafter called Contractor. The City's Project Manager for this contract is Jennifer Karps.

Effective Date and Duration

This contract shall become effective on November 12, 2008 (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 December 31, 2015.

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 \$7,851,411 for accomplishment of the work.
- (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): SCOTT EDGARTY
Address: 3117 NE WALKER BLVD. PDX, OR 97212
Social Security #: [REDACTED]
Federal Tax ID #: 930999999 State Tax ID #: 097-37957 Business License #: 439904
Citizenship: USA Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
 Limited Liability Co (LLC) Estate/Trust 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 and is in compliance with the Equal Benefits Program 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: AW - EXECUTIVE DIRECTOR OCTOBER 23, 2008
Signature/Title Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner: _____
Elected Official or Delegate Date

Approved by City Auditor: WTR _____
City Auditor Date

Approved as to Form by City Attorney: _____
APPROVED AS TO FORM 12/24/08
Office of City Attorney Date
Ina Mengler
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. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

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 including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. 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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

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 Promotional Materials Work Product; Authorized Use by the City

All promotional materials work product produced by the Contractor under this contract is the exclusive property of the Contractor; provided, however, that the Contractor hereby authorizes and licenses the City to use any and all such work product at the City's discretion within the City's jurisdictional boundary during and following the term of this contract. "Promotional materials work product" shall include but not be limited to all promotional and marketing materials, research, manuals, branding, logos, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor hereby retains all right, title and interest in such promotional materials work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor licenses the City to use same upon execution of this contract.

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

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 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. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

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: / / Not Applicable / ___ / 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: /X/ Applicable / ___ / 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. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: /X/ Applicable / ___ / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

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

**Statement of the Work
and
Payment Schedule**

This agreement is for professional urban forestry services to perform the **Grey-to-Green Urban Canopy Project**. The work includes seven task areas necessary to increase the urban forestry activities within the City of Portland over a five-year period. This exhibit includes the following attachments:

1. Schedule I: Grey-to-Green Urban Canopy Project; Project Schedule
2. Schedule II: Grey-to-Green Urban Canopy Project; Overall Level of Effort and Budget
3. Attachment A: Grey-to-Green Urban Canopy Project; Scope of Work

SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide urban forestry services specifically to the Bureau of Environmental Services as needed to complete the work detailed in the Scope of Work, Attachment A to this exhibit.

SERVICES TO BE PROVIDED BY THE CITY

The City will:

1. provide target areas for canvassing and planting, consistent with City plans and goals;
2. recruit, hire, train, and manage a team of canvassers to meet project goals for tree planting;
3. provide planting permits in a timely manner;
4. create and own all database, GIS, and other technical resources for project delivery; and
5. provide guidance for technical and marketing aspects of the program.

COMPENSATION

Compensation for this task-oriented contract shall be based on the level of effort and budget identified in Schedule II of this Exhibit. Payment shall be full compensation for the work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services. The amount of subcontractor costs does not increase the maximum amount to be paid by the Bureau for any individual task, and compensation shall not exceed the total for each task. The Contractor may request to reallocate compensation between tasks; the City may provide written approval for such requests at its discretion, provided dollar reallocation does not exceed total contract authorization.

The City will compensate the Contractor for Community Planted Trees and Transportation and Delivery (line items 55 and 56 in Exhibit A: Schedule II – Grey-to-Green Urban Canopy Project; Overall Level of Effort and Budget) for the direct costs of each individual tree, including delivery, and for the associated costs of planting and maintenance. Budget line items in Schedule II represent an average of tree and labor costs for the purpose of estimating. Individual species prices will vary. The Contractor shall be financially liable to the City for plant material and replacement labor for all trees planted by the contractor or subcontractors that perish within the first growing season as a result of poor planting stock or improper planting methods. The contractor shall not be liable for tree mortality that is a result of homeowner negligence or vandalism.

BES Multiplier Policy

The multiplier applied to Contractor salaries shall not exceed 3.1. The multiplier shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location outside a 100 mile radius of Consultant's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines based on the General Services Administration (GSA) per diem rates.
- Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultant's or sub's own use.

Adjustment of Labor Rates

Hourly rates for Friends of Trees and its subconsultants are shown in Schedule II, Overall Level of Effort and Budget, *Hourly Rate*. Each year the contract is in force, hourly rates may be adjusted annually to an amount not to exceed the average inflation rate for the Portland Metropolitan Area as determined from the US Department of Labor statistics and certified by the City of Portland Auditor. Other than the impact of inflation as described above, compensation rates may not be increased.

Subcontractor Expenses, Including Nursery Stock and Planting/Maintenance Services

The Contractor shall demonstrate competitive pricing for all subcontractor services and materials. The Contractor shall prequalify material and service vendors and then competitively bid proposed purchase for those materials and services. The Contractor shall provide the City fifteen (15) days to review and approve submittals for proposed materials purchases and thirty (30) days to review and approve submittals for subcontracted services.

Subcontracted costs will be paid for by the City without markup. The Contractor may not use a multiplier for such bills. No reimbursement will be made by the City for any markup that a subcontractor may add to manage the work of its own subcontractors.

SCHEDULE

The Contractor shall provide the services described above in accordance with the attached project schedule, Exhibit A, Schedule I.

BILLING AND PAYMENT PROCEDURE

The Contractor's billing and the City's payment procedures shall be as set out below:

Contractor Billing Procedure

On or before the 15th of each month, the Contractor shall submit to the City Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall set out all items for payment including the name of the individual; labor category; hours worked, tasks performed, and numbers completed for other items during the period; and total amount claimed. The City contract number shall be included on the invoice for each billing. The invoice shall have photocopies attached of claimed reimbursable expense items.

City Payment Procedure

Within 30 days after receipt of the bill, provided the City Project Manager has certified the payment as due, the City shall pay the amount certified to the Contractor. The City Project Manager's certification of a payment as due, however, shall not prevent the City Project Manager from later determining that the certification was in error, and from withholding the disputed sum from the next progress payment until the dispute is resolved. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 9 percent per annum or the maximum interest rate permitted by law, whichever is the lesser. Such interest will become due and payable at the time said overdue payment is made.

Progress payments shall be based on the Contractor's actual effort to complete the services pursuant to Schedule II which identifies all assigned personnel, billing rates, and level of effort for both the contractor and any subcontractors. The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment

made by the Bureau to Contractor. Progress payments shall be based on individual hours billed to individual tasks. The City shall make interim payments for each task, up to the ninety percent (90%) of the amount for each task. At the completion of each task, the remaining 10% billable amount shall be paid in full. Progress payments may be halted by the City Project Manager whenever it appears that the Contractor has billed more than 50% of the maximum task amount, but has completed 25% or less of the work required for that task. Payments for that task will resume when 50% of the work required for that task is completed.

Deposit for Nursery Materials

To ensure that nursery materials are available for the project, the City will pay the Contractor in advance for securing plant material from nurseries. The deposit shall be based on the estimated nursery invoices to the Contractor. The City will pay the Contractor for anticipated nursery expenses incurred by the Contractor, up to sixty (60) days in advance of actual invoicing from the nursery to the Contractor. Where the deposit for estimated nursery invoices exceeds actual amounts invoiced, the surplus will be applied to the next billing owed by the City to the Contractor for labor and services.

PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

1. Project Identification Information;
2. Project Status Summary;
3. Work Accomplished During the Last Month (by task);
4. Work Planned for the Next Month (by task);
5. Problems, Alternative Solutions, Impacts, Recommendations, and Actions Needed, When and by Whom;
6. Budget Summary (Planned, Expended, Completed);
7. Proposed Corrective Action to Work Plan to Maintain Budget and Schedule;
8. Updated Total Project Budget Forecast;
9. Invoice, including Supplemental Task-Based Level of Effort
10. Monthly Subconsultant Payment and Utilization Report (Exhibit A1).

CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	FIRM	CAPACITY
Scott Fogarty	FOT	Executive Director
Brighton West	FOT	Program Director
Whitney Dorer	FOT	Neighborhood Trees Specialist
Cain Allen	FOT	Neighborhood Trees Specialist
Teri Ruch	FOT	Communications Director
David Manhart	FOT	Fundraising Director
Mary Harrell	FOT	Fiscal Manager
Cara Coffee	FOT	Volunteer Management
Julie Wilson	EnviroIssues	Neighborhoods Survey / Marketing
Libby Smith	EnviroIssues	Neighborhoods Survey / Marketing
Brian Gard	Gard Communication	Marketing / Messaging
Alan Hipolito	Verde	Landscaping Contractor

The Contractor shall not change these personnel assignments without the written consent of the City Project Manager, whose consent shall not be unreasonably withheld. The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (Exhibit A1 attached hereto) reporting ALL subcontractors employed in the performance of this agreement.

EXHIBIT A: SCHEDULE I
GREY-TO-GREEN URBAN CANOPY PROJECT
Project Schedule

See Attached.

EXHIBIT A: SCHEDULE II
GREY-TO-GREEN URBAN CANOPY PROJECT
Overall Level of Effort and Budget

See Attached.

EXHIBIT A1: MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. Solicitation No. _____ 2. Contract No. _____ 3. Prime Consultant _____
4. Contract Amount _____ 5. Report Dates: Beginning ___/___/___ Ending Dates ___/___/___ 6. Project Name _____
7. Progress Report No. _____

8 ALL SUBCONSULTANT NAMES APPEARING ON ORIGINAL FIRST-TIER SUBCONSULTANT DISCLOSURE FORM	9 ORIGINAL SUBCONSULTANT AMOUNT (\$)	10 AMENDED SUBCONSULTANT AMOUNT (\$)	11 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	12 TOTAL PAYMENTS TO DATE (\$)

SUBCONSULTANTS ADDED AFTER PROJECT AWARD (Must be EEO Certified with the City of Portland)*

13 SUBCONSULTANT NAME (LIST ANY SUBCONSULTANTS NOT LISTED ABOVE)	14 NATURE OF WORK	15 STATUS MBE, WBE OR ESB	16 SUBCONSULTANT AMOUNT	17 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	18 TOTAL PAYMENTS TO DATE (\$)

*CHANGES TO CONTRACT: Before replacing, substituting, or adding any subconsultant, please contact the PTE Compliance Specialist

Please note: Explanations and additional instructions for completing this report are on the reverse side.
IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR FIRM IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Consultant Representative _____ Date _____

Submit with invoice by the 15th of the month to the City's Project Manager AND City of Portland, Bureau of Purchases, Contract Compliance Specialist, 1120 SW 5th Avenue, Room 750, Portland, OR 97204

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **SOLICITATION NUMBER:** Enter City of Portland solicitation number.
2. **CONTRACT NUMBER:** Indicates the contract number assigned by the City Auditor for this project.
3. **PRIME CONSULTANT:** Indicate the name of the prime consultant.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month (i.e. 1/1/02 thru 1/31/02); reports should be sequential and not overlap.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and sequential numbers for reports submitted thereafter.
8. **ALL SUBCONSULTANT NAMES:** List the names of all subconsultants listed on the original First-Tier Subconsultant Disclosure form as submitted at solicitation due date.
9. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subconsultant at time of award.
10. **AMENDED SUBCONSULTANT AMOUNT:** This amount should be the total dollar value (original subconsultant amount plus any additions or deletions) of the subcontract.
11. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
12. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant.

SUBCONSULTANTS ADDED AFTER PROJECT WAS AWARDED

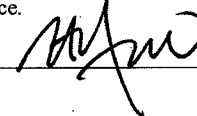
13. **SUBCONSULTANT NAME:** Please list any subconsultants not appearing on original disclosure form.
14. **NATURE OF WORK:** Briefly describe subconsultants work (i.e. CAD drafting, environmental testing, etc.).
15. **STATUS:** Indicate the appropriate M/W/ESB status of each subconsultant listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the State at time of contract award. Leave blank for non-certified firms.
16. **SUBCONSULTANT AMOUNT:** Indicate the dollar amount of the subcontract.
17. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
18. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant

COMMENTS (Include why any payment amounts made to a subconsultant are less than that requested by the subconsultant).

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.

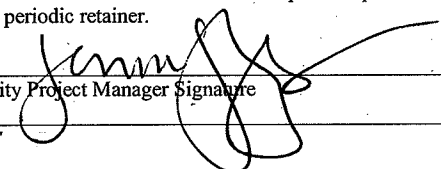
Contractor Signature  Date Oct 23, 2008 Entity _____

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.

City Project Manager Signature  Date 23 Oct 08

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 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 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 Oct 23, 2008

EXHIBIT C

INSURANCE (The City 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 \$1,000,000 per 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 \$1,000,000 per 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 : DH

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per 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. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

5. 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.
6. 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.

Exhibit A: Schedule II
 Grey-to-Green Urban Canopy Project
 Overall Level of Effort and Budget

	Year 1			Year 2			Year 3			Year 4			Year 5		
	HOURS (#)	COST	HOURS (#)	HOURS (#)	COST	HOURS (#)	HOURS (#)	COST	HOURS (#)	HOURS (#)	COST	HOURS (#)	HOURS (#)	COST	
1 Total Trees			1805		3470		4725		5500		5500		5500	21000	
2 Initiation Adjustment			1.00		1.03		1.06		1.09		1.13				
4															
5 Task 1 Canvassing Strategy Dev't															
6 Scott Fogarty	\$101.35	\$5,067	50	\$3,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
7 Brighton West	\$80.48	\$4,024	50	\$2,487	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
8															
9 Enrollees		\$26,000		\$0										\$0	
10 Gard Communications		\$10,000		\$10,000											
11															
12 Task 2 Data Management															
13 Brighton West	\$80.48	\$4,024	50	\$2,487	\$0	\$879	10	\$854	10	\$879	10	\$879	10	\$906	
14 NT Specialist	\$50.67	\$2,534	50	\$1,566	30	\$1,566	10	\$538	10	\$554	10	\$554	10	\$570	
15															
16 Task 3 Leveraging and Marketing															
17 Scott Fogarty	\$101.35	\$10,135	100	\$10,439	100	\$10,752	100	\$10,752	100	\$11,074	100	\$11,407	100	\$11,407	
18 Brighton West	\$80.48	\$4,024	50	\$4,145	50	\$4,269	50	\$4,397	50	\$4,529	50	\$4,659	50	\$4,789	
19 David Manhart	\$85.00	\$12,750	150	\$13,133	150	\$13,526	150	\$13,932	150	\$14,350	150	\$14,768	150	\$15,186	
20 Teri Ruch	\$65.00	\$6,500	100	\$6,695	100	\$6,896	100	\$7,103	100	\$7,316	100	\$7,536	100	\$7,760	
21															
22 Gard Communications		\$10,000		\$10,000				\$15,000		\$15,000				\$15,000	
23															
24 Task 4 Consulting Nursery Services															
25 Scott Fogarty	\$101.35	\$15,202	150	\$15,658	150	\$16,128	150	\$16,612	150	\$17,102	150	\$17,592	150	\$18,088	
26 Brighton West	\$80.48	\$4,024	50	\$4,145	50	\$4,269	50	\$4,397	50	\$4,529	50	\$4,659	50	\$4,789	
27 NT Specialist	\$50.67	\$2,534	50	\$2,610	25	\$1,344	25	\$1,384	25	\$1,426	25	\$1,470	25	\$1,514	
28															
29 Task 5 Organizing Community Stewardship Events and Services															
30 Scott Fogarty	\$101.35	\$20,269	200	\$20,877	200	\$21,504	200	\$22,149	200	\$22,813	200	\$23,496	200	\$24,185	
31 Brighton West	\$80.48	\$6,409	80	\$7,041	80	\$7,695	80	\$8,371	80	\$9,068	80	\$9,787	80	\$10,528	
32 Communications Director	\$81.11	\$7,638	125	\$8,347	125	\$8,987	125	\$9,658	125	\$10,361	125	\$11,096	125	\$11,863	
33 NT Manager	\$84.83	\$12,724	150	\$13,347	150	\$13,995	150	\$14,768	150	\$15,567	150	\$16,392	150	\$17,241	
34 Volunteer Coordinator	\$63.65	\$4,024	63	\$6,316	120	\$8,306	120	\$10,752	120	\$13,704	120	\$17,152	120	\$20,100	
35 Volunteer Specialist	\$60.67	\$3,640	60	\$6,729	170	\$10,440	170	\$14,151	170	\$17,862	170	\$21,573	170	\$25,284	
36 NT Specialist	\$50.67	\$2,534	50	\$2,610	25	\$1,344	25	\$1,384	25	\$1,426	25	\$1,470	25	\$1,514	
37 NT Specialist	\$50.67	\$2,534	50	\$2,610	25	\$1,344	25	\$1,384	25	\$1,426	25	\$1,470	25	\$1,514	
38 NT Specialist	\$50.67	\$2,534	50	\$2,610	25	\$1,344	25	\$1,384	25	\$1,426	25	\$1,470	25	\$1,514	
39 NT Specialist	\$50.67	\$2,534	50	\$2,610	25	\$1,344	25	\$1,384	25	\$1,426	25	\$1,470	25	\$1,514	
40 Landscape Manager	\$83.13	\$6,851	82	\$9,570	160	\$13,320	160	\$17,070	160	\$20,820	160	\$24,570	160	\$28,320	
41 Landscape Specialist	\$60.67	\$3,640	60	\$6,729	170	\$10,440	170	\$14,151	170	\$17,862	170	\$21,573	170	\$25,284	
42 Landscape Specialist	\$60.67	\$3,640	60	\$6,729	170	\$10,440	170	\$14,151	170	\$17,862	170	\$21,573	170	\$25,284	
43 Landscape Specialist	\$60.67	\$3,640	60	\$6,729	170	\$10,440	170	\$14,151	170	\$17,862	170	\$21,573	170	\$25,284	
44 Landscape Specialist	\$60.67	\$3,640	60	\$6,729	170	\$10,440	170	\$14,151	170	\$17,862	170	\$21,573	170	\$25,284	
45 AmeriCorps Member	\$50.67	\$2,534	50	\$2,610	25	\$1,344	25	\$1,384	25	\$1,426	25	\$1,470	25	\$1,514	
46															
47 Community Planted Trees		\$307,500		\$654,308		\$893,145		\$893,145		\$983,454		\$1,012,958		\$1,012,958	
48 Transportation and Delivery		\$2,750		\$3,250		\$3,500		\$3,500		\$4,000		\$4,000		\$4,000	
49 Accountant		\$3,000		\$3,000		\$3,500		\$3,500		\$3,500		\$3,500		\$3,500	
50															
51 Task 6 Assist the City with Developing a Yard Tree Planting Program															
52 Scott Fogarty	\$101.35	\$10,135	100	\$10,439	100	\$10,752	100	\$11,074	100	\$11,407	100	\$11,742	100	\$12,077	
53 Brighton West	\$80.48	\$4,024	50	\$4,145	50	\$4,269	50	\$4,397	50	\$4,529	50	\$4,659	50	\$4,789	
54 NT Specialist	\$50.67	\$2,534	50	\$2,610	25	\$1,344	25	\$1,384	25	\$1,426	25	\$1,470	25	\$1,514	
55															
56 Task 7 Urban Forestry Capacity Development Strategy															
57 Scott Fogarty	\$101.35	\$20,269	200	\$20,877	200	\$21,504	200	\$22,149	200	\$22,813	200	\$23,496	200	\$24,185	
58															
59															
60 Matching Funds		\$820,589		\$1,485,951		\$2,198,775		\$2,198,775		\$2,328,093		\$2,328,093		\$9,216,411	
61 Matching Funds		\$265,000		\$290,000		\$320,000		\$320,000		\$320,000		\$320,000		\$1,365,000	
62 G2G Funds		\$555,589		\$1,195,951		\$1,978,775		\$1,978,775		\$2,058,093		\$2,058,093		\$7,851,411	
63															
64 Value of Volunteer Hours		\$151,200		\$266,760		\$348,300		\$432,000		\$432,000		\$432,000		\$1,630,260	

Attachment A
Grey-to-Green Urban Canopy Project
Scope of Work

Contractor shall perform all tasks (1-7) and provide all deliverables as listed below.

Task 1 Canvassing Strategy Development

This task will occur periodically during the five-year project and the first five years of the contract. The City will hire and support the canvassers as part-time City employees.

1.1 Canvasser Recruitment

Work with City representatives to recruit and interview approximately 10 City canvassers for two canvassing seasons annually (3 months each, approximately);

1.2 Canvasser Training

Work with City representatives to develop and implement orientation and training for City canvassers;

1.3 Develop Target Areas

Work with City representatives to develop geographic target areas for outreach and marketing;

1.4 Develop Neighborhood Approaches

Work with City representatives to develop neighborhood-specific messaging and cost-share price for adjacent landowner; and

1.5 Work with Neighborhood Associations

Work with City representatives to develop relationships with neighborhood associations, community development organizations, and other groups to assist in outreach to specific communities.

Task 1 Contractor's Deliverables (in coordination with City as the lead)

- Attend interviews;
- Assist with outreach committee coordination and facilitation;
- Provide expertise in developing training program;
- Co-manage training program;
- Participate in canvasser feedback sessions to further refine the strategy; and
- Network on an ongoing basis for recruiting the best candidates for canvassers.

Task 2 Data Management

This task will be intensive during the first year to develop a data system for urban forestry tracking. Less activity will be required in later project years. Ongoing delivery of project data will be provided by the Contractor to the City throughout the project.

2.1 Data System Development

Provide input on development of City database and hand-held applications for outreach and data collection;

2.2 Data Sharing Recommendations

Provide recommendations and feedback on interactive database tools available to community organizations, citizens, and campaign participants; and

2.3 Data Recording and Transfer

Provide programmed and non-programmed electronic data to the City for database input, including:

- 2.3.1 Tree species selection for permit, including adjacent property address and owner;
- 2.3.2 Nursery information for plant purchases; and
- 2.3.3 Tree establishment and maintenance logs for tree care;

Task 2 Contractor's Deliverables

- Attend technical committee meetings (2-4 per year);
- Provide recommendations for citizen role in creating and accessing data;
- Provide tree data for programmed and non-programmed trees as detailed in 2.3 above on a monthly basis as applicable; and
- Provide tree survivorship monitoring data each year; submit these data to the City Project Manager by December 1.

Task 3 Leveraging and Marketing

This task is ongoing throughout the project and contract duration.

3.1 Campaign Messaging Coordination

Work with City representatives to integrate City tree planting campaign messages into Contractor's existing and planned messaging for Contractor's program work; and

3.2 Partnership Development

Seek partnerships to leverage additional funds (foundation grants, business sponsorships, etc.) to reduce the tree cost to the City and the cost-share to the adjacent landowner.

Task 3 Contractor's Deliverables

- Identify opportunities for yard tree funding;
- Confirm leveraged funds on an annual basis, per estimates in Exhibit A Schedule III;
- Assist outreach/marketing committee with developing leveraging and fundraising goals and opportunities;
- Assist with support letters for BES grants; and
- Serve as grant applicant and fiscal agent where advantageous to project and partnership.

Task 4 Consulting Nursery Services

This task will require substantial contractor staff time during the first few quarters of the campaign in order to inform the nursery industry about desired tree species, quantities, and timelines for potential purchase. The purpose of this task is to ensure availability of high-quality nursery stock to increase and improve the urban forest most affordably.

4.1 Develop Tree List for Campaign

Work with City representatives to refine the tree list available to adjacent landowners;

4.2 Outreach to the Nursery Community

Work with City representatives to inform the nursery community on desired tree species and standards; and

4.3 Tree Sourcing and Purchasing

Negotiate for competitive or discounted prices for healthy tree stock, and purchase trees.

Task 4 Contractor’s Deliverables

- Develop tree list with City;
- Market tree list and estimated quantities to nursery industry; and
- Purchase trees for planting events, demonstrating competitive pricing.

Task 5 Organizing Community Stewardship Events/Services

This task is the most substantial task in this contract. It involves planning, implementing, monitoring and reporting on urban forestry activities. Activities are year-round, throughout all years of the campaign.

5.1 Organize Community Tree Planting Events

Organize campaign and tree planting events with volunteers, neighbors and community groups to properly install street trees as outlined in the planting goals below;

5.2 Develop and Implement Tree Establishment Protocols

Develop a program, activities, or events to ensure that adjacent landowners, community members, and partner organizations provide watering and plant establishment treatments necessary to ensure tree survival; and

5.3 Develop and Implement Monitoring Program

Develop and implement tree survival monitoring program. Monitor trees twice during the first growing season following planting. Provide monitoring report, including monitoring data, to the City’s Project Manager.

Task 5 Contractor’s Deliverables

- Develop partnerships with volunteers, community organization and other partners to reach the following planting goals:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Street Trees	1,805	3,470	4,725	5,500	5,500	21,000

- Provide establishment and monitoring plans to the City by the third quarter of each City fiscal year;
- Conduct annual monitoring of planted trees during the first growing season (typically May through September) following planting; and
- Provide monitoring data to the City’s Project Manager by December 1 each year.

Task 6 Yard Tree Program Assistance

This task will require several meetings during the first year of the campaign, and 1-2 meetings annually during future years.

6.1 Develop Yard Tree Program with City

Work with the City representatives to develop a yard tree program, including:

- Species lists and marketing materials;
- Possible partners (i.e., permaculture and food communities, naturoscaping programs, nurseries, etc.);
- Integration with City programs (Downspout Disconnect, Tabor to the River, etc.);
- Implementation strategies for planting and care requirements; and
- Fund-raising opportunities and leveraging from non-City resources for reducing tree costs for the City and landowner.

Task 6 Contractor's Deliverables

- Attend 3-6 meetings during Year 1 to develop the program; the number of meetings necessary will be determined by the City;
- Promote the yard tree program through Contractor's existing programs; and
- Provide data to the City for known yard tree plantings.

Task 7 Urban Forest Capacity Development Strategy

This ongoing task will require several meetings annually to address urban forest capacity issues outlined in the City of Portland Urban Forestry Management Plan and other City plans.

7.1 Assist City with Strategy For Increase in Urban Forestry Programming

Assist the City with developing a strategy to identify and advocate for increased urban forest programming (both public and private). Possible areas of advocacy include monitoring tools and research, long-term maintenance (i.e., pruning for tree health), code updates, continued planting campaigns, and public education and training.

Task 7 Contractor's Deliverables

- Provide recommendations and work with City to prepare an annual program report identifying opportunities and goals for increasing urban forest programming.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2007

PRODUCER (503)226-1422 FAX (503)226-2488
KEELSON PARTNERS
 1220 SW Morrison, Suite 400
 Portland, OR 97205-2244

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.

INSURED **Friends of Trees**
 3117 NE MLK Blvd
 Portland, OR 97212

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Ins 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 ADD'L LTR INSRD	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 <input type="checkbox"/> 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	52UUQAH6551	11/27/2007	11/27/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <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	52UUQAH6551	11/27/2007	11/27/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	52RHQYD2093	11/27/2007	11/27/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM
Paula Mungia
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is added as Additional Insured as their interest may appear in operations of the Named Insured subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION
City of Portland 1120 SW 5th Ave Portland, OR 97204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Joseph Benz