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**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NO. 30002859

SHORT TITLE OF WORK PROJECT:

**A/E SERVICES TO REMODEL BUILDINGS FOR A
POLICE TRAINING CENTER COMPLEX**

This contract is between the City of Portland ("City," or "Bureau") and **Scott Edwards Architecture, LLP**, hereafter called Contractor. The City's Project Manager for this contract is Rich Attridge.

Effective Date and Duration

This contract shall become effective on October 1, 2012. This contract shall expire, unless otherwise terminated or extended, on December 31, 2014.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$499,748 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Scott Edwards Architecture, LLP

Address: 2525 E. Burnside Street, Portland, OR 97214

Employer Identification Number (EIN) 93-1255267

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # 437453

Citizenship: 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.

TERMS AND CONDITIONS

1. Standard of Care: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date 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 corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. 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.

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, the insurance noted below:

- (a) 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).
- (b) Commercial 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (c) 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 non-owned vehicles, as applicable:

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

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

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or

information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

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 promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. 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 Chief Procurement Officer 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 Contract.

20. Prohibited Conduct

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

(a) The City 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 paragraph 22. 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 Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: /___/ Applicable / X/ Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Contractor's Personnel: / X/ Applicable /___/ Not Applicable

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF CONSULTANT SERVICES

1. GENERAL SERVICES

The Contractor shall provide the following general services:

A. Provide architectural and engineering services in accordance with QBS/RFP No. FAC022 dated May 21, 2012; proposal dated June 20, 2012, and fee proposal dated August 23, 2012 as provided below.

2. SPECIFIC SERVICES

In providing the general services described above, the Contractor shall provide not less than the following specific services:

2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Contractor shall manage the Contractor's services and administer the Project. The Contractor shall consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Contractor shall coordinate the services provided by the Contractor and the Contractor's subcontractors with those services provided by the City and the City's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Contractor shall prepare, and update at each Construction Document (CD) phase, a Project schedule that shall identify milestone dates for decisions required of the City, design services furnished by the Contractor, completion of documentation provided by the Contractor, commencement of construction and Substantial Completion of the Work.

2.1.3 The Contractor shall consider the value of alternative materials, sustainable ('green') building practices, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 The Contractor shall submit CD documents to the City at 50% and 95% completion intervals appropriate to the design process for purposes of evaluation and approval by the City. The Contractor shall be entitled to rely on approvals received from the City in the further development of the design.

2.1.5 The Contractor shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.6 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.6.1 When the Project requirements have been sufficiently identified, the Contractor shall prepare an estimate of the Cost of the Work at each CD phase. The Contractor shall advise the City of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Contractor's estimate of the Cost of Work exceeds the City's budget, the Contractor shall make appropriate recommendations to the City to adjust the Project's size, quality or budget, and the City shall cooperate with the Contractor in making such adjustments.

2.1.6.2 Evaluations of the City's budget for the Project, the estimates of the Cost of the work and updated estimates of the Cost of the Work prepared by the Contractor represent the Contractor's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Contractor nor the City has control over the cost of labor, competitive bidding, market or negotiating conditions. Accordingly, the Contractor cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Contractor.

2.1.6.3 In preparing estimates of the Cost of the Work, the Contractor shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component

systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the City's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the City and the General Contractor selected for the construction of the project (General Contractor) causes the budget for the Cost of the Work to be exceeded, that budget shall be increased as provided by the Conditions of the Contract.

2.1.6.4 If bidding or negotiation has not commenced within ninety (90) days after the Contractor submits complete Construction Documents to the City, the City and the Contractor shall agree to negotiate a new budget for the Cost of the Work to reflect changes in the general level of prices in the construction industry.

2.1.6.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the City shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize re-bidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Paragraph 5 of the Agreement, Early Termination; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.6.6 If the City chooses to proceed under Clause 2.1.6.5.4, the Contractor shall modify the documents for which the Contractor is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. However, in the event the lowest bona fide bid exceeds the budget by 10% or more, the Contractor, without additional compensation, shall modify the documents for which the Contractor is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Contractor's responsibility under this Paragraph 2.1.6.6. The Contractor shall be entitled to compensation in accordance with this Agreement for services performed as defined in Paragraph 6 of the Agreement. Payment on Early Termination.

2.2 EVALUATION AND PLANNING SERVICES

2.2.1 The Contractor shall provide a preliminary evaluation of the information furnished by the City under this Agreement, including the City's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Contractor shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the City of any other information or consultant services that may be reasonably needed for the Project.

2.2.2 The Contractor shall provide a preliminary evaluation of the City's site for the Project based on the information provided by the City of site conditions, and the City's program, schedule and budget for the Cost of the Work.

2.2.3 The Contractor shall review the City's proposed method of contracting for construction services and shall notify the City of anticipated impacts that such method may have on the City's program, financial and time requirement, and the scope of the Project.

2.3 DESIGN SERVICES

2.3.1 The Contractor's design services shall include normal architectural and engineering services.

2.3.2 CONSTRUCTION DOCUMENTS

2.3.2.1 The Contractor shall provide Construction Documents and budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.3.2.2 During the development of the Construction Documents, the Contractor shall assist the City in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms and (2) the Conditions of the Contract for the Construction (General, Supplementary and other Conditions). The Contractor also shall assist in compiling

the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

2.4 CONSTRUCTION PROCUREMENT SERVICES

2.4.1 The Contractor shall assist the City in establishing a list of prospective bidders.

2.4.4 COMPETITIVE BIDDING

2.4.4.1 Bidding Documents provided by the Contractor shall consist of Specifications and Drawings. All other Bidding Documents will be provided by the City.

2.4.4.2 If requested by the City, the Contractor shall arrange for procuring the reproduction of Bidding Documents. The City shall pay directly for the cost of reproduction of the bidding documents. The Contractor shall not distribute bid documents to prospective bidders.

2.4.4.3 The City shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The City shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.4.4.4 The Contractor shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare addenda identifying approved substitution to all prospective bidders. The City will distribute the Addenda to prospective bidders.

2.4.4.5 The Contractor shall participate in a pre-bid conference for prospective bidders.

2.4.4.6 The City will forward questions from prospective bidders to the Contractor. The Contractor shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the City in the form of addenda. The City will distribute any and all addenda to prospective bidders.

2.4.4.7 The Contractor shall attend in the opening of the bids. The City shall subsequently document and distribute the bidding results.

2.4.4.8 No direct communication shall occur between the Contractor and prospective bidders.

2.5 CONTRACT ADMINISTRATION SERVICES

2.5.1 GENERAL ADMINISTRATION

2.5.1.1 The Contractor shall assist with administration of the Contract between the City and the General Contractor as set forth below. Modifications made to the Conditions of the Contract, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Contractors.

2.5.1.2 The Contractor's responsibility to assist with the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the City of the final Certificate for Payment. However, the Contractor shall be entitled to a Change in Services in accordance with Paragraph 2.6.1 when assistance with Contract Administration Services extend sixty (60) days after the date of Substantial Completion of the Work, unless the delay is caused by the Contractor.

2.5.1.3 The Contractor shall advise and consult with the City during the assistance of the Contract Administration Services.

2.5.1.4 Duties, responsibilities and limitations of the Contractor under this Article 2.5 shall not be restricted, modified or extended without written agreement of the City and Contractor.

2.5.1.5 The City will forward requests for additional information about Contract Documents by the General Contractor to the Contractor. The Contractor shall review properly prepared, timely requests by the General Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the

Contractor and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.5.1.6 Upon approval of the City, the Contractor may on the City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the General Contractor. These supplemental Drawings and Specifications will be distributed to the General Contractor through the City.

2.5.1.7 The Contractor shall interpret disputes concerning performance of the General Contractor per the Contract Documents on written request of the City. The Contractor's response to such requests shall be made in writing to the City within any time limits agreed upon or otherwise with reasonable promptness.

2.5.1.8 Interpretations and decisions of the Contractor shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. These decisions will be communicated to the General Contractor by the City.

2.5.2. EVALUATIONS OF THE WORK

2.5.2.1 The Contractor (1) shall visit the site at intervals appropriate to the state of the General Contractor's operations or not less than one (1) visit per week to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Contractor shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Contractor shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the General Contractor's rights and responsibilities under the Contract Documents.

2.5.2.2 The Contractor shall report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the General Contractor. However, the Contractor shall not be responsible for the General Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Contractor shall be responsible for the Contractor's, or its subcontractor's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the General Contractor, its subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.5.2.3 The Contractor shall at all times have access to the Work wherever it is in preparation or progress.

2.5.2.4 Communications by and with the Contractor's sub-consultants shall be through the Contractor.

2.5.2.5 Whenever the Contractor considers it necessary or advisable, the Contractor shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

2.5.3 CERTIFICATION OF PAYMENTS TO GENERAL CONTRACTOR

2.5.3.1 The Contractor shall review Certificates of Payment and certify the amounts due the General Contractor. The Contractor's certification for payment shall constitute a representation to the City based on the Contractor's evaluation of the Work as provided in Paragraph 2.5.2 and on the data comprising the General Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Contractor's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Contractor.

2.5.3.2 The Contractor's certification of a Certificate for Payment shall not be a representation that the Contractor has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies

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of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the General Contractor's right to payment, or (4) ascertained how or for what purpose the General Contractor has used money previously paid on account of the Contract Sum.

2.5.3.3 The Contractor shall maintain a record of the General Contractor's Applications for Payment.

2.5.4 SUBMITTALS

2.5.4.1 The Contractor shall review and approve or take other appropriate action upon the General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, General Contractor, its subcontractors, or separate contractors, while allowing sufficient time in the Contractor's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the General Contractor as required by the Contract Documents. The Contractor's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Contractor, of any construction means, methods, techniques, sequences or procedures. The Contractor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.5.4.2 The Contractor shall maintain a record of submittals and copies of submittals supplied by the General Contractor in accordance with the requirements of the Contract Documents.

2.5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the General Contractor by the Contract Documents, the Contractor shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the General Contractor shall bear such professionals written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.5.5 CHANGES IN THE WORK

2.5.5.1 The Contractor shall prepare Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The City will prepare Change Orders. The Contractor may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Contractor shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.6.1., upon approval of the City.

2.5.5.2 The Contractor shall review properly prepared, timely requests by the City or General Contractor for change in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Contractor to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Contractor determines that requested changes in the work are not materially different from the requirements of the Contract Documents, the Contractor may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.5.5.3 If the Contractor determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Contractor shall make a recommendation to the City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the General Contractor, if any, the Contractor shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Contractor. With the City's approval, the Contractor shall incorporate those estimates into a Change Order or other appropriate documentation for the City's execution or negotiation with the General Contractor.

2.5.5.4 The Contractor shall maintain records relative to changes in the Work.

2.5.6 PROJECT COMPLETION

2.5.6.1 The Contractor shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Contractor shall review written warranties and related documents required by the Contract Documents and assembled by the General Contractor and forward them to the City, for the City's review and records. Contractor shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.5.6.2 The Contractor's inspection shall be conducted with the City's Project Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the General Contractor of Work to be completed or corrected.

2.5.6.3 When the Work is found to be substantially complete, the Contractor shall inform the City about the balance of the Contract Sum remaining to be paid the General Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.5.6.4 The Contractor shall receive from the General Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens of bonds indemnifying the City against liens.

2.5.6.5 The Contractor shall provide to the City all Construction Document plans on computer disks in AutoCAD 2004 V.14 format, or in a format that can be read by AutoCAD 2004 V.14.

2.6 REQUEST FOR ADDITIONAL SERVICES

2.6.1 The following information shall be provided to the City by the Contractor as a Change in Services:

1. review of a General Contractor's submittal out of sequence from the submittal schedule agreed to by the Contractor;
2. excessive responses to the General Contractor's requests for information where such information is available to the General Contractor from a careful study and comparison of the Contract Documents, field conditions, other City-provided information, General Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Change Orders and Construction Change Directives involving substantial changes to the project at the request of the City or General Contractor requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
4. providing consultation concerning replacement of Work resulting from fire or other cause during construction;
5. evaluation of an extensive number of claims submitted by the City's consultants, the General Contractor or others in connection with the Work;
6. evaluation of an extensive number of substitutions proposed by the City's consultants or contractors and making subsequent revisions to Instruments of Service resulting there-from;
7. preparation of design and documentation for alternate bid or proposal requests proposed by the City; or
8. assistance with Contract Administration Services provided sixty (60) days after the date of Substantial Completion of the Work unless a delay was caused by the Contractor.

2.7 OTHER REQUIREMENTS

1. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month.
2. All deliverables and resulting work products from this contract will become the property of the City of Portland.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Sid Scott, LEED AP, AIA	Principal in Charge
Peter Grimm, AIA	Project Manager
Jennifer Marsicek, LEED AP	Project Architect

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
2.ink studio	Landscape Architect
Andrea Bainbridge	Interior Designer
PSE	Structural Engineer
3J	Civil Engineer
Hood-McNees	Mechanical/Electrical Engineer
Green Building Services (GBS)	Sustainability Consultant
DMC Cost Consulting	Cost Estimating

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. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

COMPENSATION

The "not to exceed amount" of \$499,748 is the maximum amount of compensation due the Contractor for all the work required by the Contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

As work progresses on the contract, the City will pay the Contractor a portion of the contract amount each month until the work is complete. Progress Payments are based on the percentage of work successfully completed by the Contractor and approved by the City. For example, if in a given month the Contractor successfully completes 10% of the work the Contractor will be paid 10% of the Contract amount after City approval.

The following schedule of tasks and fee breakdown defines the maximum amounts the Contractor may earn for each task. The Contractor will be paid each month based on the percentage of work successfully completed for each task after City approval.

Schematic Design:	\$ 63,231
Design Development:	\$ 79,840
Construction Documents:	\$264,734
Bidding:	\$ 5,603
Contract Administration:	\$ 78,340
Reimbursable Expenses:	\$ 8,000
TOTAL CONTRACT AMOUNT	\$499,748

Submitting Payment Invoices

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment. Invoices from the Contractor shall identify the work performed and state the percentage of work successfully completed for each task.

The Contractor shall also attach photocopies of claimed reimbursable expenses. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The City may disapprove a payment previously made, withhold money from a future progress payment, or disapprove of an invoice submitted by the Contractor in whole or in part, if the work has not progressed to the point indicated by the Contractor's invoice or if it appears that previously approved work was not, in fact, successfully completed based on the requirements of the contract.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Bureau to Contractor.

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

S. A. Kenna

Date

9-11-12

Entity

Scott Edwards Architecture

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

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

CONTRACTOR SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE 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.

SCOTT EDWARDS ARCHITECTURE, LLC

BY: _____

Date: 9-11-12

Name: _____

Title: _____

Contract No. 30002859Contract Title: A/E Services to Remodel Buildings for a Police Training Center Complex

CITY OF PORTLAND SIGNATURES:

By: _____

Bureau Director

Date: _____

9/19/12

By: _____

Chief Procurement Officer

Date: _____

By: _____

Elected Official

Date: _____

Approved: _____

By: _____

Office of City Auditor

Date: _____

Approved as to Form: _____

By: _____

Office of City Attorney

Date: _____

APPROVED AS TO FORM

James H. Van Dyke

CITY ATTORNEY

9/13/12



August 23, 2012

Rich Attridge, Project Manager
 City of Portland – Office of Management & Finance
 Facilities Services Division
 1120 SW Fifth Ave., #1204
 Portland, Oregon 97204

2525 E Burnside Street
 Portland, Oregon 97214
 503.226.3617 phone
 503.226.3715 fax
 www.seallp.com

RE: Proposal for City of Portland Police Training Center

Dear Rich:

Per our conversation, I have prepared the following proposal to provide professional design services for the City of Portland Police Training Center.

I. Understanding of the Project

- A. Development of a new Police Training Center to be located at 14912 NE Airport Way, Portland, Oregon. The project is as described in the QBS/RFP Solicitation Number FAC022 – A/E Services to Remodel Buildings for a Police Training Center Complex.
- B. Assumptions:
 - 1. All necessary public utility services (water, sanitary sewer, storm, etc.) are located at the existing site/building and are sized adequately to accommodate this project. Off-site improvements to extend or upgrade utilities are not included in this proposal.
 - 2. It is anticipated that on-site storm water treatment (biofiltration swales) will be accommodated by the existing system.
 - 3. Off-site street work will not be required.
 - 4. A LUR for an Adjustment will likely be required for compliance with the zoning landscape requirements.
 - 5. It is anticipated that we will do 2 design options for the Scenario Village.
- C. Services to be provided include architectural, interiors, acoustical, structural, mechanical, electrical, plumbing (MEP), civil, cost estimating, LEED and landscape design and engineering.
- D. The estimated construction cost for the project is \$3,793,000.

II. Scope of Services

A. Pre-Design:

- 1. Kick-off meeting with the Owner to establish goals, schedule and budget for project. Clarify lines of communication.
- 2. Tour existing site/building and gather all existing drawings, reports and studies.
- 3. Review prior programming with the Project Team and modify as necessary.
- 4. Move-in and Understand – Spend a day observing current training operations.
- 5. Conduct a tour of 2 comparative training centers. Evaluate pros and cons of each.
- 6. At our own cost, we will visit Action Target to discuss/strategize integration of the shooting range into the existing building and tour shooting range examples.
- 7. Discuss/establish goals for sustainability.



Rich Attridge
August 23, 2012
Page 2

B. Schematic Design, Design Development, Construction Documents, Bid and Contract Administration:

1. The above services are as outlined in the QBS/RFP Solicitation Number FAC022 – A/E Services to Remodel Buildings for a Police Training Center Complex, Section B, Work Requirements.

III. **Exclusions**

- A. Site survey
- B. Geotechnical Survey (Soils report)
- C. Environmental studies (hazardous materials, wetlands, etc.)
- D. Off-site improvements (utilities, ½ street improvements, etc.)
- E. Building security system design
- F. Data/telephone system design

IV. **Fees**

We propose to provide the services outlined in the Scope of Services section II. per the lump sum fees listed in Attachment A.

A. Reimbursable Expenses:

Printing costs, plotting, shipping, travel, long distance communication and jurisdictional application fees paid on your behalf are billed at 1.10 times our direct expense.

I appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call if you have any questions.

Sincerely,

SCOTT | EDWARDS ARCHITECTURE, LLP

A handwritten signature in black ink, appearing to read "Scott", written over a horizontal line.

Sid L. Scott, AIA
Principal

Attachment A
 Portland Police Training Center
 Fee Proposal
 August 23, 2012



Name	Rate	Pre-Design	Schematic Design	Design Development	Construction Documents	Bid	Contract Administration	Total Hrs	Total Fee
Architect									Total
Sid Scott	\$ 150.00	48	80	100	120	8	40	396	\$ 59,400.00
Peter Grimm	\$ 110.00	40	120	120	200	8	60	548	\$ 60,280.00
Jennifer Marsicek	\$ 90.00	30	40	60	390	40	400	960	\$ 86,400.00
Drafter/Designer	\$ 80.00		40	80	600			720	\$ 57,600.00
Landscape Architect									
Melinda Graham	\$ 95.00		22	34	64		24	144	\$ 13,680.00
Designer	\$ 68.00		12	16	132			160	\$ 10,880.00
Interior Designer									
Andrea Bainbridge	\$ 130.00		10	10	20		10	50	\$ 6,500.00
Designer	\$ 100.00			20	40		15	75	\$ 7,500.00
Structural Engineer									
Travis McFeron	\$ 130.00		40	60	80		40	220	\$ 28,600.00
Drafter	\$ 100.00			18	140			158	\$ 15,800.00
Civil Engineer									
John Howorth	\$ 120.00		16	24	50		24	114	\$ 13,680.00
Drafter	\$ 100.00			12	80			92	\$ 9,200.00
Mechanical Engineer									
Clifford M. Hood	\$ 96.00		32	60	100		60	252	\$ 24,192.00
Drafter	\$ 76.00			24	160			184	\$ 13,984.00
Electrical Engineer									
Harold E. McNees	\$ 96.00		32	56	90		60	238	\$ 22,848.00
Drafter	\$ 76.00			24	180			204	\$ 15,504.00
Sustainability Consultant									
Kalrina Shum Miller	\$ 170.00		20	20	30		20	90	\$ 15,300.00
Project Coordinator	\$ 95.00		20	20	60		20	120	\$ 11,400.00
Cost Estimator									
Harvey Childers	\$ 100.00		20	30	40			90	\$ 9,000.00
Acoustic Engineer	\$ 100.00		10	10	70		10	100	\$ 10,000.00
Reimbursables Expenses		\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,500.00		\$ 8,000.00
Total Fee									\$ 499,748.00

185649

PTE CONTRACT WORKSHEET

REV 06/10

Award Date: _____

Contract No. _____

Procurement Services Internal Use Only

RFP No. FAC022

Bureau of Internal Business Services

Project Manager: Rich Attridge

Phone No.: 503-823-5566

Did you reject any proposals/responses for non-responsiveness? No

Project Name: A/E Services to Remodel Buildings for a Police Training Center Complex

Original Cost Estimate: \$500,000

Scope of work for contract services: Provide A/E Services to Remodel Building for a Police Training Complex

Total No. of Solicitation's distributed to prospective consultants:

MBEs:

WBEs:

ESBs:

OBEs:

--- Of these, list the number of Oregon certified M/W/ESB firms & non-certified (OBE) firms in these boxes → → →

CONTRACT INFORMATION – Attach multiple pages as needed to include information on ALL proposals received.

	Firm Selected	Firm No. 2	Firm No. 3	Firm No. 4
Firm Name	Scott Edwards Architecture	LRS Architects, Inc.	MWA Architects	Peck Smiley Ettline Architects
Address	2525 E. Burnside Portland, OR 97214	720 NW Davis St, Ste 300 Portland, OR 97209	70 NW Couch Street, Ste 401 Portland, OR 97209	4412 SW Corbett Portland, OR 97239
Phone Number	503-226-3617	503-221-1121	503-973-5151	503-248-9170
Contact Person	Sid Scott, Principal	Paul Boundy, Principal	Jeffrey McGraw, Principal	Hans Ettlin, Principal
Proposal Amount	\$499,748	QRF	QRF	QRF
Proof of Insurance (type/exp)	GL, Auto, PL 8/5/13 W/C 6/1/13	N/A	N/A	N/A
EIN No.	93-1255267	N/A	N/A	N/A
EEO Expiration Date	3/01/14	N/A	N/A	N/A
Equal Benefits Form	Yes No (Attach Signed Form)	N/A	N/A	N/A
Business License No.	437453	N/A	N/A	N/A
State of Oregon Certification? (circle)	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB
Contract Amount & Duration	December 31, 2014	N/A	N/A	N/A
Payment Terms	30 days	N/A	N/A	N/A

Describe outreach efforts to MBE, WBE or ESB firms, and the results of that outreach. If you did not contact any MBE, WBE or ESB firms, briefly state why: N/A

How was this project advertised? DJC Dates Advertised: May 2012

How award was determined: Highest scored proposer/responder

If you have awarded other contracts to the same firm within the last 12 months, please list: No

Date: N/A

Amount: \$N/A

Sole Source []

Emergency []

Non-Profit []

Grant Funding []

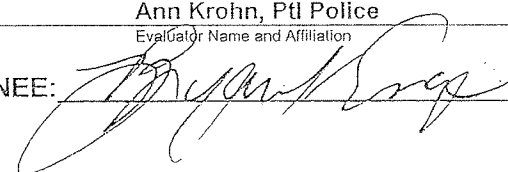
If contract is in the Formal Dollar Threshold, does the evaluation committee meet the requirements of the Minority Evaluator Program (MEP)? YES [X] NO [] N/A []

→ "YES" – Please identify the MEP member below. → "NO" – Please attach CPO waiver. → "N/A" – Contract is not within the Formal Dollar Threshold.

List name and affiliation (e.g., "MEP") of each evaluation committee member (Attach copies of signed Evaluators' Non-Conflict of Interest Statements & Demographic forms):

Mark Schlesinger, Community
Evaluator Name and AffiliationMichael Krantz, Ptl Police
Evaluator Name and AffiliationSamir Mokashi, MEP
Evaluator Name and AffiliationAnn Krohn, Ptl Police
Evaluator Name and AffiliationHarvey Platt, Community
Evaluator Name and Affiliation

AUTHORIZING SIGNATURE OF COMMISSIONER/BUREAU DIRECTOR/DESIGNEE:



185649

	Firm No 5	Firm No. 6	Firm No. 7	Firm No. 8
Firm Name	Toni King and Associates	Yost Grube Hall Architecture	MCA Architects, PC	N/A
Address	330 SE MLK Blvd, Ste 2700 Portland, OR 97214	1211 SW 5 th Ave, Ste 2700 Portland, OR 97204	813 SW Alder Street, Ste 200 Portland, OR 97205	N/A
Phone Number	503-235-0243	503-221-0150	503-226-0622	N/A
Contact Person	Toni King, Principal	Nels Hall	Jack Miler, President	N/A
Proposal Amount	QRF	QRF	QRF	N/A
Proof of Insurance (type/exp)	N/A	N/A	N/A	N/A
EIN No.	N/A	N/A	N/A	N/A
EEO Expiration Date	N/A	N/A	N/A	N/A
Equal Benefits Form	N/A	N/A	N/A	N/A
Business License No.	N/A	N/A	N/A	N/A
State of Oregon Certification? (circle)	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB
Amount & Duration	N/A	N/A	N/A	N/A
Payment Terms	N/A	N/A	N/A	N/A

185649

EVALUATOR'S STATEMENT OF INDEPENDENCE
(NON-CONFLICT OF INTEREST)
AND CONFIDENTIALITY STATEMENT

I, MARK SCHLESINGER, an evaluation committee member for solicitation
 # PAC 022 for POLICE TRAINING CTR RENOV, do hereby certify that:
 (RFP No.) (Project Name)

NON-CONFLICT OF INTEREST

To the best of my knowledge, I do not have a conflict of interest¹, as a result of any financial or other interest on my part or that of any member of my immediate family, nor of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this solicitation. I will independently score each proposal and have no conversation or contact with any proposers regarding their proposals, except as allowable as part of the solicitation process.

CONFIDENTIALITY

Also, this certifies that I fully understand the confidential nature of the competitive procurement process and the obligations as imposed by Oregon laws upon the City of Portland to ensure this competitive process is conducted in a fair and equitable manner. Therefore, I agree to maintain the confidences necessary to prevent unfair advantages to any Offeror engaged in a competition for City of Portland contracts, and to further abide by all rules and prohibitions set forth by the City of Portland as they relate to conflict of interest and confidentiality. I understand these prohibitions include the discussion or disclosing of the evaluation, scoring, or status of any proposal action(s) affecting any proposal(s), or of any information designated by the City of Portland as confidential to any person, firm, corporation, or other business entity, at any time prior to the execution of the contract.

MARK R. SCHLESINGER
 (Evaluator's Name)

[Signature]
 (Signature)

JULY 10, 2012
 (Date)

¹A conflict of interest is identified as a situation, in which an Evaluation Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A family relationship with a responding proposer means that the evaluator is related to that proposer by marriage, or domestic partnership, and includes relationships such as children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, and brothers-in-law.

Financial relationships include involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.

EVALUATOR'S STATEMENT OF INDEPENDENCE
(NON-CONFLICT OF INTEREST)
AND CONFIDENTIALITY STATEMENT

I, MICHAEL KRANTZ, an evaluation committee member for solicitation
 # FAC 022 for POLICE TRAINING CTR DEMO, do hereby certify that:
 (RFP No.) (Project Name)

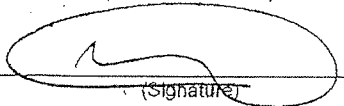
NON-CONFLICT OF INTEREST

To the best of my knowledge, I do not have a conflict of interest¹, as a result of any financial or other interest on my part or that of any member of my immediate family, nor of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this solicitation. I will independently score each proposal and have no conversation or contact with any proposers regarding their proposals, except as allowable as part of the solicitation process.

CONFIDENTIALITY

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MICHAEL KRANTZ
 (Evaluator's Name)


 (Signature)

07/10/12
 (Date)

¹A conflict of interest is identified as a situation, in which an Evaluation Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A family relationship with a responding proposer means that the evaluator is related to that proposer by marriage, or domestic partnership, and includes relationships such as children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, and brothers-in-law.

Financial relationships include involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.

EVALUATOR'S STATEMENT OF INDEPENDENCE
(NON-CONFLICT OF INTEREST)
AND CONFIDENTIALITY STATEMENT

I, Samir Mokashi, an evaluation committee member for solicitation
 # FAC022 for Police Training Facility do hereby certify that:
 (RFP No.) (Project Name)

NON-CONFLICT OF INTEREST

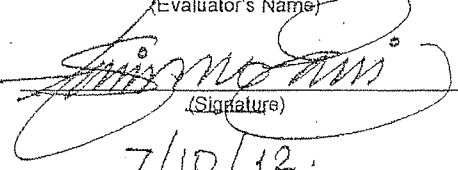
To the best of my knowledge, I do not have a conflict of interest¹, as a result of any financial or other interest on my part or that of any member of my immediate family, nor of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this solicitation. I will independently score each proposal and have no conversation or contact with any proposers regarding their proposals, except as allowable as part of the solicitation process.

CONFIDENTIALITY

Also, this certifies that I fully understand the confidential nature of the competitive procurement process and the obligations as imposed by Oregon laws upon the City of Portland to ensure this competitive process is conducted in a fair and equitable manner. Therefore, I agree to maintain the confidences necessary to prevent unfair advantages to any Offeror engaged in a competition for City of Portland contracts, and to further abide by all rules and prohibitions set forth by the City of Portland as they relate to conflict of interest and confidentiality. I understand these prohibitions include the discussion or disclosing of the evaluation, scoring, or status of any proposal action(s) affecting any proposal(s), or of any information designated by the City of Portland as confidential to any person, firm, corporation, or other business entity, at any time prior to the execution of the contract.

Samir Mokashi

(Evaluator's Name)



(Signature)

7/10/12

(Date)

¹A conflict of interest is identified as a situation, in which an Evaluation Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A family relationship with a responding proposer means that the evaluator is related to that proposer by marriage, or domestic partnership, and includes relationships such as children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, and brothers-in-law.

Financial relationships include involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.

EVALUATOR'S STATEMENT OF INDEPENDENCE
(NON-CONFLICT OF INTEREST)
AND CONFIDENTIALITY STATEMENT

I, ANN KROHN, an evaluation committee member for solicitation
 # FAC 022 for POLICE TRAINING CENTER, do hereby certify that:
 (RFP No.) (Project Name)

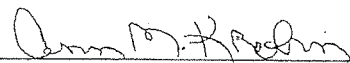
NON-CONFLICT OF INTEREST

To the best of my knowledge, I do not have a conflict of interest¹, as a result of any financial or other interest on my part or that of any member of my immediate family, nor of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this solicitation. I will independently score each proposal and have no conversation or contact with any proposers regarding their proposals, except as allowable as part of the solicitation process.

CONFIDENTIALITY

Also, this certifies that I fully understand the confidential nature of the competitive procurement process and the obligations as imposed by Oregon laws upon the City of Portland to ensure this competitive process is conducted in a fair and equitable manner. Therefore, I agree to maintain the confidences necessary to prevent unfair advantages to any Offeror engaged in a competition for City of Portland contracts, and to further abide by all rules and prohibitions set forth by the City of Portland as they relate to conflict of interest and confidentiality. I understand these prohibitions include the discussion or disclosing of the evaluation, scoring, or status of any proposal action(s) affecting any proposal(s), or of any information designated by the City of Portland as confidential to any person, firm, corporation, or other business entity, at any time prior to the execution of the contract.

ANN KROHN
 (Evaluator's Name)


 (Signature)

10 JULY 12
 (Date)

¹A conflict of interest is identified as a situation, in which an Evaluation Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A family relationship with a responding proposer means that the evaluator is related to that proposer by marriage, or domestic partnership, and includes relationships such as children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, and brothers-in-law.

Financial relationships include involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.

EVALUATOR'S STATEMENT OF INDEPENDENCE
(NON-CONFLICT OF INTEREST)
AND CONFIDENTIALITY STATEMENT

I, HARVEY PLATT, an evaluation committee member for solicitation
 # PAC 022 for POLICE TRAINING CTR RENOVATION do hereby certify that:
 (RFP No.) (Project Name)

NON-CONFLICT OF INTEREST

To the best of my knowledge, I do not have a conflict of interest¹, as a result of any financial or other interest on my part or that of any member of my immediate family, nor of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this solicitation. I will independently score each proposal and have no conversation or contact with any proposers regarding their proposals, except as allowable as part of the solicitation process.

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Harvey Platt
 (Evaluator's Name)
[Signature]
 (Signature)
7-12-12
 (Date)

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